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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

GABRIEL MENDEZ, GEORGE GOSCH,
JOHN DIAN, MICHAEL KNIGHTON,
individuals, on behalf of themselves and on
behalf of all person similarly situated,

Plaintiffs,

vs.

BONDZ, INC., a California Corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2020-0007486

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

Hearing Date:

Hearing Time: 9:00 a.m.

Judge: Hon. George J. Abdallah

Dept.: 10A

Action Filed: September 9, 2020

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiffs GABRIEL MENDEZ, GEORGE GOSCH, JOHN DIAN, and MICHAEL KNIGHTON
6 (collectively hereinafter "Plaintiffs") in this wage and hour class action filed against BONDZ, INC.
7 (hereinafter "Defendant").

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

10 **I. EXHIBITS**

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

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

18 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the bid for settlement
19 administration submitted by ILYM Group, Inc., in the amount of \$4,500.

20 6. Attached hereto as **"Exhibit D"** is a true and correct copy of the JCL Law Firm "Firm
21 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Class Members. The relief offered by the Settlement
26 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
27 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Class will not

1 have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
2 denied or of Defendant prevailing at trial. Assuming there are zero opt-outs, the entire Net Settlement
3 Amount will be paid to all Settlement Class Members resulting in an average Individual Class Payment
4 of approximately **\$915.58**. At the time of mediation, there were approximately 77 Class Members
5 during the Class Period that who worked an aggregate of 5,594 Workweeks. At the time of mediation,
6 there were approximately 41 Aggrieved Employees during the PAGA Period who worked
7 approximately 1,717 pay periods during the PAGA Period.

8 8. As discussed below, the proposed Settlement satisfies all criteria for preliminary
9 settlement approval and falls within the range of reasonableness. The average Individual Settlement
10 Payments to the Settlement Class meets or exceeds awards in similar wage and hour class actions.
11 Moreover, the proposed Settlement Class is appropriate for provisional certification. Accordingly,
12 Plaintiffs respectfully request the Court grant preliminary approval of the Settlement.

13 **III. FACTS AND PROCEDURE**

14 **A. Overview of the Litigation**

15 9. Defendant is a trucking contractor for FedEx, Ground, and has operations in multiple
16 states. Plaintiffs at all relevant time periods mentioned herein worked and drove a truck in California,
17 as non-exempt employees, at various times from November of 2016 to October of 2020. Throughout
18 their employment, Plaintiffs were classified as non-exempt employees and were entitled to minimum
19 and regular wages. Additionally, Plaintiffs were subject to Defendant's written policies and procedures.
20 Generally, Plaintiffs claim that Defendant failed to pay for all time worked, failed to provide compliant
21 meal and rest periods, failed to pay vacation wages due, failed to furnish accurate itemized wages
22 statements, failed to pay all wages when due, and unlawfully deducted wages. Defendant forcefully
23 denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all
24 applicable employment laws and raised several other significant defenses to Plaintiff's claims, including
25 but not limited to, facially compliant meal and rest period policies, compliant wage statements, and
26 payment of all wages upon separation.

1 10. On July 1, 2020, Plaintiff Mendez served Defendant and the Labor and Workforce
2 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
3 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions
4 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
5 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
6 Code sections 2698 *et seq* (“PAGA”).

7 11. On September 9, 2020, Plaintiff Mendez filed a class action complaint in the San Joaquin
8 County Superior Court, Case Number STK-CV-UOE-2020-7486. On May 18, 2022, Plaintiffs filed a
9 First Amended Complaint. On February 8, 2023, Plaintiffs filed a Second Amended Complaint, the
10 operative complaint, against Defendant. The Action alleged ten causes of action against Defendant for:
11 (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 *et. seq.*; (2) Failure to Pay
12 Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Provide Meal
13 Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (4) Failure
14 to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable
15 IWC Wage Order; (5) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab.
16 Code § 226; (6) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202; (7)
17 Failure to Pay Overtime in Violation of Cal. Lab. Code §§ 510, *et seq.*; (8) Failure to Pay Vacation
18 Wages Due; (9) Unlawful Deductions; and (10) Violations of the Private Attorneys General Act under
19 California Labor Code §§ 2698, *et seq.* (“Class Claims”).

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

21 12. The Parties agreed to mediate the Action after engaging in significant written discovery.
22 To prepare for mediation, the Parties agreed to informally produce additional documents and data points
23 subject to the mediation privilege, including but not limited to, a sample of the Class Members’ time
24 data and certain payroll data points. As discussed *infra*, Plaintiff’s counsel retained the forensic
25 consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and payroll data. BCG
26 provides data analysis and damage modeling consulting services, specializing in wage and hour class
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1 actions. BCG analyzed Defendant's time and payroll data and developed various damage models that
2 assisted Class Counsel at the time of mediation.

3 13. Months before filing the Action, Class Counsel began their pre-filing investigation into
4 the Plaintiffs' complaints. Class Counsel's investigation started with several lengthy interviews with
5 Plaintiffs. As part of the interview process, the Plaintiffs produced documents related to his
6 employment, including time and payroll records. At the conclusion of the interviews, Class Counsel
7 determined that each of Plaintiffs' complaints appeared to substantiate Plaintiffs' claim that Defendant
8 failed to, among other things, pay for all time worked, failed to issue accurate itemized wage statements,
9 failed to provide compliant meal and rest periods, and failed to pay all wages when due.

10 14. To prepare for mediation, Class Counsel requested documents and data points to further
11 evaluate Plaintiffs' claims and Defendant's liability exposure to the Class Members. In response to
12 Class Counsel's request, Defendant produced, among other things, the time and payroll records for all
13 of the Class Members, aggregate workweek and pay period data, and copies of applicable handbooks,
14 policies, and agreements. In total, Defendant produced several pages of pertinent policy documents,
15 time and payroll records for Class Members for Class Counsel to analyze.

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

20 16. BCG analyzed Defendant's time and payroll data to assist in the development of various
21 damage models. Among other things, BCG estimated the amount of unpaid wages, number of
22 workweeks, pay periods, average length of shifts and average number of hours worked per week. BCG
23 also estimated the amount of unpaid wages due to off-the-clock work, the number of missed, late, or
24 truncated meal and rest periods, and the amount of missed meal and rest period premiums paid during
25 the Class Period.

26 17. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
27 determining Plaintiffs' suitability as a putative class representative through interviews, background
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1 investigations, and analysis of his employment files; (2) evaluating all of Plaintiffs' potential claims;
2 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
3 and the type of employer; (4) analyzing the Settlement Class's time and payroll records; (5) analyzing
4 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
5 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
6 estimating Defendant's liability for purposes of settlement; (8) conducting interviews with class
7 members; (9) drafting the mediation brief; and (10) participating in the mediation. This investigation
8 allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as
9 the impediments to recovery, such as to make an independent assessment of the reasonableness of the
10 terms to which the Parties have agreed.

11 18. Class Counsel only agreed to enter the Settlement following this thorough investigation
12 and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and
13 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
14 associated with litigation, and the various defenses asserted by Defendant, Class Counsel believe this
15 Agreement to be in the best interest of the Class Members. Because the Settlement's terms are fair,
16 reasonable, and adequate, the Court should preliminarily approve the Settlement.

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

18 19. On October 6, 2022, the Parties conducted a full day of mediation with Hon. Steven R.
19 Denton. Judge Denton helped manage the Parties' expectations and provided a useful, neutral analysis
20 of the issues and risks to both sides. The Parties made substantial progress with Judge Denton's
21 assistance. Namely, the Parties exchanged information regarding their respective claims and defense,
22 including their respective evaluation of the damages. At the conclusion of the mediation, the Parties
23 reached a settlement, which was subsequently memorialized in the form of a Memorandum of
24 Understanding. The complete and final terms of the Parties' settlement are now set forth in the
25 Agreement.

26 20. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable
27 compromise of the claims at issue.

1 **IV. ARGUMENT**

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

3 21. The proposed Settlement, including a Maximum Settlement Amount of One Hundred and
4 Eighty Thousand Dollars and Zero Cents (\$180,000.00), meets the standards for preliminary approval.
5 Pre-trial settlement of complex class actions is a judicially favored remedy. (*Officers for Justice v. Civil*
6 *Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625 (“Voluntary conciliation and settlement are the
7 preferred means of dispute resolution.”).) Class action settlement approval requires an early
8 “preliminary” review by the trial court and a subsequent “final” review after notice of the settlement
9 has been distributed to class members for their comments and objections. (C.R.C. 3.769(c)-(g);
10 *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2010) (the court first “preliminarily
11 approves the settlement” and later “conducts a final approval hearing to inquire into the fairness of the
12 proposed settlement”).)

13 22. The Parties participated in mediation with Hon. Steven R. Denton, a highly respected
14 jurist and mediator. Judge Denton managed the Parties’ expectations and provided a useful, neutral
15 analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-
16 4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator’s participation
17 weighs considerably against any inference of a collusive settlement); *D’Amato v. Deutsche Bank* (2d.
18 Cir. 2001) 236 F.3d 78, 85 (a “mediator’s involvement in pre-certification settlement negotiations helps
19 to ensure that the proceedings were free of collusion and undue pressure.”).) At all times, the Parties’
20 negotiations were at an arm’s length, adversarial, and non-collusive. The mediation concluded with a
21 settlement, after both sides agreed to a Mediator’s proposal, which was subsequently memorialized in
22 a Memorandum of Understanding (“MOU”). After reaching an agreement in the principle, the Parties
23 drafted and negotiated a long-form settlement which is the subject of the instant motion. The Agreement
24 is the final product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate
25 and represent a reasonable compromise of the claims at issue.

26 23. As set forth in greater detail above, Class Counsel conducted a very thorough
27 investigation into the factual and legal issues in dispute. Overall, Class Counsel thoroughly investigated
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1 the claims at issue, including: (1) determining Plaintiffs' suitability as a putative class representative
2 through interviews, background investigations, and analysis of his employment files; (2) evaluating all
3 of Plaintiffs' potential claims; (3) researching similar wage and hour class actions as to the claims
4 brought, the nature of the positions, and the type of employer; (4) analyzing the Class's time and payroll
5 records; (5) analyzing Defendant's labor policies and practices; (6) researching settlements in similar
6 cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's
7 claims and estimating Defendant's liability for purposes of settlement; (8) interviewing the Class
8 Members; (9) drafting the mediation brief; and (10) participating in the mediation. This investigation
9 allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as
10 the impediments to recovery, such as to make an independent assessment of the reasonableness of the
11 terms to which the Parties have agreed.

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

18 25. The Gross Settlement Amount of \$180,000.00 is fair and reasonable considering the
19 nature and magnitude of the claims being settled and the various potential impediments to recovery.
20 Prior to mediation, Class Counsel retained BCG to develop an economic damage model measuring
21 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The model
22 were informed by Class Counsel's investigation, including the analysis of a significant sample of time
23 and payroll data. Class Counsel projected Defendant's liability exposure for *class claims* (excluding
24 PAGA Penalties) ranged between \$776,102 for damages and \$1,191,462 for damages and statutory
25 penalties if successful at trial. Thus, the Gross Settlement Amount of \$180,000.00 represents
26 approximately 23.2% of Defendant's *class-wide* liability exposure for damages, and approximately
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1 15.1% of Defendant's *class-wide* liability exposure for damages and statutory penalties, as estimated
2 by Class Counsel at the time of mediation. The following summarizes Defendant's estimated exposure.

3 26. One of Plaintiffs' primary claims in this Action alleges that Defendant's piece-rate
4 compensation plan, which paid its drivers per-mile, failed to compensate its employees for all hours
5 worked, including non-productive time, in violation of Labor Code Section 226.2. *See Gonzalez v.*
6 *Downtown LA Motors* (2013) 215 Cal.App.4th 36 (establishing that piece-rate employees must be paid
7 the agreed upon rate for each piece plus be separately compensated at, or above, the minimum wage for
8 all time during which they are unable to earn piece-rate compensation). Defendant denied liability for
9 the claim and argued that the Class Members received compensation for all time worked, and that if
10 any off-the-clock work was performed, it was de minimus. Plaintiffs estimated that Defendant's
11 exposure for this claim was approximately \$382,118.

12 27. Plaintiffs also allege that Defendant issued inaccurate wage statements. Specifically,
13 Plaintiffs alleged that Defendant issued wage statements that failed to include Defendant's correct legal
14 name in violation of Labor Code Section 226(a)(8) and failed to include employees' last four digits of
15 the social security number. *See e.g. Noori v. Countrywide Payroll & HR Solutions, Inc.* (2019) 43
16 Cal.App.5th 957, 964-966 (providing serious truncations of the employer's name on issued wage
17 statements can violate Labor Code Section 226(a)(8) where confusion *might* ensue.). Defendant denied
18 liability for the claim and argued that it substantially complied with its obligation to provide its correct
19 legal name on the wage statements issued to its employees. Further, Defendant argued that even if it
20 failed to furnish accurate wage statements, Plaintiffs could not establish the injury requirement on a
21 class-wide basis. *See Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136 (holding that the employee
22 must suffer an injury from allegedly noncompliant wage statements.) Plaintiffs estimated that
23 Defendant's exposure for this claim was approximately \$208,000.

24 28. Plaintiffs also alleges that Defendant failed to provide compliant meal and rest periods
25 from the start of the Class Period on September 9, 2016, until December 28, 2018. In an order dated
26 December 28, 2018, the Federal Motor Carrier Safety Administration (FMCSA) concluded that
27 California meal and rest break rules were preempted by the Motor Carrier Safety Act of 1984 (49 U.S.C.

§ 31101 *et seq.*) (“Preemption Decision”). On June 21, 2022, the Second District Court of Appeal issued its opinion in *Garcia v. Superior Court of Los Angeles County*, *supra*, addressing whether California meal and rest breaks were preempted by the Motor Carrier Safety Act of 1984. The Court held that the Preemption Decision issued by FMCSA, “does not apply to bar [meal and rest break] claims arising from conduct that occurred prior to the decision, i.e., before December 28, 2018.” *Id.* at 69. Stated differently, the language of the Preemption Decision “strongly suggests prospective, not retroactive application.”

29. Conversely, Defendant denied these claims. As to the meal and rest break claims, Defendant argued that it previously provided breaks to its drivers until the Department of Transportation FMCSA’s Notice of Final Disposition granting an application for exemption for petroleum products drivers on April 9, 2018. Thus, Defendant argued that there was no potential liability for Plaintiff’s meal and rest period violations. Plaintiff’s expert estimated the damages for these claims to be approximately \$393,984.

30. Plaintiffs allege that Defendant’s alleged violations resulted in derivative violations of Labor Code sections 203. Class Counsel considered the arguable presence of various penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could argue that Plaintiffs could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code section 203. Plaintiffs estimated Defendant’s exposure for these claims to be approximately \$207,360.

31. Class Counsel’s damage models also estimated Defendant’s exposure for PAGA penalties. At the time of mediation, Plaintiffs estimated Defendant’s PAGA exposure to be approximately \$492,900.

32. In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.”). Here, Plaintiff would need to prove that each Aggrieved Employees suffered a violation for each pay period the employee worked. Again, Defendant raised several defenses that

presented serious threats to the claims of the Plaintiffs and the Aggrieved Employees. Defendant asserted that its employment practices complied with all applicable Labor Laws.

33. The proposed Settlement allocates \$5,000 to satisfy the PAGA claims. This amount represents 2.78% of the Gross Settlement Amount. This achieves a fair, reasonable, and adequate resolution of Plaintiffs' PAGA claim. See *Moniz v. Adecco* (2021) 72 Cal.App.5th 56. Further, the amount allocated to the satisfaction of Plaintiffs' PAGA claim, is well within the range of reasonableness. See, e.g., *Nordstrom Comm'n Cases* (2010) 186 Cal.App.4th 576, 589 (approving 0% PAGA allocation); *Berry v. Urban Outfitters* (N.D. Cal. Lead Case No. 13-cv-02628-JSW) (approving 1% PAGA allocation in \$5M settlement); *Jack v. Hartford Fire Ins. Co.* (S.D. Cal. 2011) 2011 WL 4899942 * 6 (approving \$3,000 PAGA allocation in \$1.2M settlement); *Singer v. Becton Dickinson & Co.* (S.D. Cal. 2010) 2010 WL 2196104 *2 (approving \$3,000 PAGA allocation in \$1M settlement); and *Hopson v. Hanesbrands, Inc* (N.D. Cal. 2009) 2009 WL 928133 * 9 (approving \$1,500 PAGA allocation in \$1.026M settlement.)

B. Litigation Risks

34. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. See also *O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); see also *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed off-the-clock

1 and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008)
2 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the
3 predominance of individual issues). Collectively, the examples cited above illustrate the uncertain nature
4 of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a
5 significant risk factor favoring settlement.

6 35. Finally, continuing to litigate this action would require continued and extensive resources
7 coupled with significant Court time to proceed through trial and post-trial motions, which can often
8 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
9 extensive expert testimony, particularly with regards to damages. But even if Plaintiffs are successful
10 at trial, Plaintiffs are acutely aware that a judgment does not end the litigation. Plaintiffs fully expect
11 that Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d
12 668, the risk of an appeal and subsequent reversal is real.

13 36. Given the amount of the settlement here, as compared to potential value of the claims,
14 offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

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

16 37. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
17 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
18 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
19 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
20 procedure and time period within which to requests for exclusions or objections to the Settlement, the
21 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
22 and scope of the Released Claims. See generally Agreement at § III(L). This method was negotiated
23 by the Parties to ensure delivering the most reasonable method of notice to the Class Members while
24 ensuring cost effective administration of the Settlement.

25 38. Accordingly, both the method of disseminating the Class Notice and content of the Class
26 Notice satisfy due process. (See C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
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1 460,485 (the class notice must “fairly apprise the class members of the terms of the proposed
2 compromise and of the options open to dissenting class members.”).)

3 **D. The Court Should Preliminarily Approve the Incentive Award**

4 39. The Settlement provides for a Class Representative Enhancement Payment of \$10,000
5 for Plaintiff Gabriel Mendez and \$5,000 to Plaintiffs George Gosch, John Dian, and Michael Knighton.
6 The service award is fair and reasonable compensation for the Plaintiff’s efforts bringing the action,
7 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on
8 the status of his case and the strategies for prosecuting the claims, responding to Defendant’s written
9 discovery, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate
10 relief for the Settlement Class, and agreeing to provide Defendant a general release of all claims arising
11 out of his employment.

12 40. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated Class
13 Representative Service Award once preliminary approval of the Settlement is granted. Plaintiffs
14 respectfully submit that the above showing is sufficient for preliminary approval of the negotiated Class
15 Representative Service Awards.

16 **E. The Court Should Preliminary Approve Class Counsel’s Attorneys’ Fees and**
17 **Expenses**

18 41. Class Counsel took this matter on a contingency fee basis and invested significant time
19 and expense successfully prosecuting Plaintiffs’ claims. As discussed *supra*, the estimated average
20 Individual Settlement Payments illustrates the demonstrably positive outcome for the Class.
21 Considering the positive outcome, and considering the supporting authority, the proposed Attorneys’
22 Fees and Expenses are fair and reasonable.

23 42. Plaintiffs will file a formal motion for the Attorneys’ Fees and Expenses once preliminary
24 approval of the Settlement is granted. Plaintiffs respectfully submit that the above showing is sufficient
25 for preliminary approval of the negotiated attorneys’ fees.

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1 **F. The Court Should Provisionally Certify the Settlement Class**

2 43. For Settlement, Plaintiffs contend, and Defendant does not dispute, that provisional
3 certification of the Class is appropriate.

4 44. Because all members of the Class are Defendant's current and former non-exempt
5 employees, the class is readily ascertainable from Defendant's regular business records, i.e., payroll
6 records.

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

12 46. Plaintiffs' wage and hour claims are typical of the proposed Class because they arise from
13 the same factual basis and are based on the same legal theories applicable to the other Class Members.
14 Likewise, Plaintiffs' interests are entirely coextensive with the interests of the Class. Plaintiffs allege
15 that they were injured by the same company-wide practices to which the proposed Class Members were
16 subject to and seek the same relief. Plaintiffs have already demonstrated their ability to advocate for
17 the interests of the Class Member by initiating this litigation, undertaking extensive class discovery,
18 and evaluating the proposed settlement to assure that it is fair.

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

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

25 48. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
26 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
27 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
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1 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
2 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
3 (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate
4 Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Hemming (Legal Secretary),
5 Sara Christensen (Legal Assistant), and Madelyn Uchiyama (Legal Assistant).

6 49. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
7 Employees. I have extensive experience with wage and hour class and representative actions litigation
8 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
9 litigation experience and complex construction product liability experience. I can, will and have
10 adequately represented the interests of the Plaintiff, the State of California and the Aggrieved
11 Employees throughout this action.

12 50. I have represented consumers and employees in California class actions, and complex
13 multi-party product liability actions exclusively for more than 15 years. I have been in practice as a
14 plaintiffs' civil litigation attorney since April 2007.

15 51. I have significant class counsel and collective action counsel experience. My credentials
16 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit D.

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

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

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

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

1 I declare under the penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 21st day of March 2023, at San Diego, California.

3 **JCL LAW FIRM, APC**

4 By: 
5 Jean-Claude Lapuyade
6 Attorneys for Plaintiff
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EXHIBIT A

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
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mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
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jackland@zakaylaw.com

Attorneys for Plaintiffs

GABRIEL MENDEZ, GEORGE GOSCH,
JOHN DIAN and MICHAEL KNIGHTON

(Defense counsel listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

GABRIEL MENDEZ, an individual, on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

BONDZ, INC., a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-0007486

**STIPULATION AND SETTLEMENT
OF CLASS AND REPRESENTATIVE
ACTION**

Assigned to: Hon. George J. Abdallah
Dept. 10A

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
MORGAN P. FORSEY, Cal. Bar No. 241207
3 NORA K. STILESTEIN, Cal. Bar No. 280692
Y. DOUGLAS YANG, Cal. Bar No. 307550
4 333 South Hope Street, 43rd Floor
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9 LUCKY MEINZ, Cal. Bar No. 260632
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13 mforsey@sheppardmullin.com
lmeinz@sheppardmullin.com
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15 Attorneys for Defendant
16 BONDZ, INC.
17
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1 Subject to final approval by the Court, which counsel and the Parties agree to pursue and
2 recommend in good faith, Plaintiffs Gabriel Mendez, George Gosch, John Dian, and Michael
3 Knighton (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated and
4 allegedly aggrieved employees, on the one hand, and Defendant Bondz, Inc. (“Defendant”), on the
5 other hand (together, the “Parties” and individually, a “Party”), hereby agree to the following
6 binding settlement of the class and representative action designated Gabriel Mendez v. Bondz,
7 Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0007486 (the “Action”),
8 pursuant to the terms and conditions set forth below (the “Settlement,” “Settlement Agreement,”
9 or “Agreement”). Upon the Effective Date, and the payment by Defendant of all monies due
10 under the Agreement, the Parties shall file a Proposed Final Judgment with the Motion for Final
11 Approval.

12 **I. Definitions.**

13 The following definitions are applicable to this Settlement Agreement. Definitions
14 contained elsewhere in this Settlement Agreement will also be effective:

15 **A. “Action”**

16 The case entitled, Gabriel Mendez v. Bondz, Inc., San Joaquin County Superior
17 Court, Case No. STK-CV-UOE-2020-0007486.

18 **B. “Attorneys’ Fees and Costs”**

19 The attorneys’ fees and costs approved by the Court for Class Counsel’s litigation
20 and resolution of the Action. Class Counsel will request attorneys’ fees not to exceed one-third
21 (1/3) of the Class Settlement Amount of \$180,000.00 (currently \$60,000.00). Attorneys’ fees will
22 be divided between Class Counsel as follows: 50% to Zakay Law Group, APLC, and 50% to the
23 JCL Law Firm, APC. Class Counsel will also seek reimbursement of costs, in an amount not to
24 exceed \$15,000.00. The attorneys’ fees and costs awarded are subject to the Court’s approval.
25 Should the Court not approve the requested Attorneys’ Fees and Costs award(s), this Settlement
26 Agreement shall remain valid and binding and any difference between the requested Attorneys’
27 Fees and Costs award(s) and the actual award(s) shall be allocated to the Net Settlement Amount.
28 Defendant has agreed not to oppose Class Counsel’s request for attorneys’ fees and reimbursement

1 of costs and expenses as set forth above. All Attorneys' Fees and Costs shall be paid from the
2 Class Settlement Amount. No counsel shall be entitled to any amount of attorneys' fees or costs
3 for work performed in the Action other than as provided in this Settlement Agreement. This
4 Settlement Agreement is the exclusive means for recovery of attorneys' fees and costs incurred in
5 the Action by any attorney, law firm, and/or other legal services provider. The Settlement
6 Administrator will issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs
7 detailed in this Section. Class Counsel shall be solely and legally responsible for paying all
8 applicable taxes on the payment made pursuant to this Section. This Settlement Agreement is the
9 exclusive means to recover attorney's fees and costs incurred in the Action by any Party.

10 **C. "Class Counsel"**

11 Shani Zakay of Zakay Law Group, APLC, and Jean-Claude Lapuyade of JCL Law
12 Firm, APC shall be appointed Class Counsel upon approval by the Court.

13 **D. "Class List"**

14 A complete list of all Class Members (as that term is defined below) and PAGA
15 Settlement Members that Defendant will diligently and in good faith compile from its records and
16 provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary
17 Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office
18 Excel spreadsheet and will include each Class Member's full name, last known mailing address,
19 last known telephone number, Social Security number, dates of employment (*i.e.*, hire date and
20 termination date), and any other relevant information needed to calculate settlement payments.

21 **E. "Class Member(s)" or "Settlement Class"**

22 Class Members or the Settlement Class consist of all individuals who are or were
23 employed by Defendant as truck driver employees in California at any time during the Class
24 Period. Defendant represents that there are approximately 5,674 workweeks during the time
25 period of September 9, 2016 through November 9, 2020. If the actual number of workweeks
26 during the Class Period increases by more than ten percent (10%) (*i.e.*, if the total number of
27 workweeks exceeds 6,241) at the date of Preliminary Approval, then the Class Settlement Amount
28 will increase proportionately over the 10% grace threshold (*i.e.*, meaning if the total number of

1 weeks worked through November 9, 2020 increases by 11%, the Class Settlement Amount will
2 increase by 1%).

3 **F. “Class Period”**

4 The Class Period is defined to mean the period from September 9, 2016 through
5 November 9, 2020.

6 **G. “Class Representative Enhancement Payments”**

7 The amounts to be paid to Plaintiffs in recognition of their effort and work in
8 prosecuting the Action on behalf of Class Members and for their general release of claims.
9 Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiffs will request
10 Court approval of a Class Representative Enhancement Payments in the amount of \$10,000.00 to
11 plaintiff Gabriel Mendez and \$5,000.00 each to plaintiffs George Gosch, John Dian, and Michael
12 Knighton. Should the Court not approve the requested Class Representative Enhancement
13 Payment(s), this Settlement Agreement shall remain valid and binding and any difference between
14 the requested Class Representative Enhancement Payment(s) and the actual award(s) shall be
15 allocated to the Net Settlement Amount. The Settlement Administrator will issue an IRS Form
16 1099 to Plaintiffs in connection with their Class Representative Enhancement Payments. Plaintiffs
17 shall be solely and legally responsible for paying any and all applicable taxes on this payment and
18 shall indemnify, defend, and hold harmless the Released Parties from any claim or liability for
19 taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payments.
20 The Class Representative Enhancement Payments will be paid from the Class Settlement Amount,
21 will be in addition to Plaintiffs’ Individual Settlement Payments, and are conditioned on the
22 execution of a stand-alone settlement agreement and general release of claims. Defendant makes
23 no representations as to the tax treatment or legal effect of the payment called for herein, and
24 Plaintiffs are not relying on any statement or representation by Defendant or its counsel in this
25 regard.

26 **H. “Class Settlement Amount”**

27 The total sum of \$180,000.00. All payments associated with the Settlement shall
28 be paid from the Class Settlement Amount. The Class Settlement Amount includes all Individual

1 Settlement Payments to Class Members, Individual PAGA Payments, Class Representative
2 Enhancement Payments, Settlement Administration Costs, LWDA Payment, and Attorneys' Fees
3 and Costs. Employer-owned taxes on the wage portion of the Settlement shall be funded by
4 Defendant separately from and in addition to the Class Settlement Amount, and calculated and
5 distributed by the Settlement Administrator.

6 **I. "Defendant"**

7 Defendant Bondz, Inc.

8 **J. "Effective Date"**

9 The date on which the Settlement is finally approved, and the Superior Court's
10 Final Judgment becomes final. For the purposes of this Section, the Final Judgment "becomes
11 final" upon the latter of: (1) if there are no objections or challenges to the Settlement, the date on
12 which Notice of Entry of Judgment is served; (2) if there are objections or challenges to the
13 Settlement, the latter of: (a) if no appeal is filed, the expiration date of the time for the filing or
14 noticing of any appeal from, or other challenge to, the Order Granting Final Approval; (b) the date
15 of affirmance of an appeal of the Order Granting Final Approval becomes final under the
16 California Rules of Court; or (c) the date of final dismissal of any appeal from the Order Granting
17 Final Approval or the final dismissal of any proceeding on review of any court of appeal decision
18 relating to the Order Granting Final Approval. In this regard, it is the intention of the Parties that
19 the Settlement shall not become final until the Court's order approving the Settlement is
20 completely final, the Court has entered an appropriate judgment, and there is no further recourse
21 by an appellant or objector, if any, who seeks to contest the Settlement.

22 **K. "Final Approval" or "Final Award"**

23 The Court entering an Order Granting Final Approval of the Settlement Agreement.

24 **L. "Individual PAGA Payment"**

25 Each PAGA Settlement Member's share of the LWDA Payment, which shall be
26 distributed based on the PAGA Settlement Members' share of pay periods worked during the
27 PAGA Period. One hundred percent (100%) of each PAGA Settlement Members' individual
28

1 payment amount shall constitute penalties (and each PAGA Settlement Class member will be
2 issued an IRS Form 1099 for such payment to him or her).

3 **M. “Individual Settlement Payment”**

4 Each Class Member’s share of the Net Settlement Amount, which shall be
5 distributed to the Class Members, less employee portions of state and federal withholding taxes,
6 including the employee FICA, FUTA and SDI contributions and any other applicable payroll
7 deductions required by law as a result of the payment of the amount allocated to such Class
8 Member as set forth herein.

9 **N. “LWDA Notice”**

10 The Parties agree that Plaintiffs will submit Notice to the Labor and Workforce
11 Development Agency (“LWDA”) of this Settlement along with a copy of this Settlement
12 Agreement concurrently when Plaintiffs file their Motion for Preliminary Approval of Class
13 Action Settlement, and will thereafter submit a copy of any judgment or any other order (*e.g.*, the
14 Final Award) providing for an award of civil penalties in conformity with Labor Code Section
15 2699(l).

16 **O. “LWDA Payment”**

17 The amount that the Parties have agreed to pay to the LWDA in connection with
18 the PAGA claim. The Parties have agreed that \$5,000.00 of the Class Settlement Amount will be
19 allocated to the resolution of any Class Members’ claims arising under the PAGA (“PAGA
20 Settlement Amount”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or
21 \$3,750.00, will be payable to the LWDA, and the remaining twenty-five percent (25%), or
22 \$1,250.00, of the PAGA Settlement Amount will be payable to the PAGA Settlement Members.

23 **P. “Net Settlement Amount”**

24 The portion of the Class Settlement Amount remaining after deduction of the
25 approved Class Representative Enhancement Payments, Settlement Administration Costs, LWDA
26 Payment, and Attorneys’ Fees and Costs.

1 **Q. “Notice of Objection”**

2 A Class Member’s valid and timely written objection to the Settlement Agreement.
3 For the Notice of Objection to be valid, it must include the objector’s full name, signature,
4 address, telephone number and a written statement of all grounds for the objection accompanied
5 by legal support, if any, for such objection. The Notice of Objection must be returned by mail or
6 faxed to the Settlement Administrator at the specified address or facsimile number and postmarked
7 or faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation
8 will be the exclusive means to determine whether a Notice of Objection has been timely
9 submitted.

10 Class Members who fail to make objections in the manner specified above shall be
11 deemed to have waived any objections and shall be foreclosed from making any objection
12 (whether by appeal or otherwise) to the Settlement Agreement, unless the Court approves and/or
13 allows an in-person appearance at the final approval hearing to assert objections. Neither the
14 Parties nor their counsel will solicit or otherwise encourage Class Members to submit written
15 objections to the Settlement Agreement or appeal from the Final Award. Class Counsel will not
16 represent any Class Members with respect to any such objections to this Settlement. The
17 Settlement Administrator shall provide counsel for the Parties with complete copies of all
18 objections received, including the date of postmark or fax receipt confirmation for each objection,
19 within five (5) business days of receipt, and shall file any objections received with the Court.
20 Class Counsel will provide copies of any objections and supporting documents to the Court at
21 least sixteen (16) court days before the Final Approval Hearing.

22 **R. “Notice of Settlement”**

23 The document substantially in the form attached as Exhibit 1 that will be mailed to
24 last known addresses of Class Members and PAGA Settlement Members and which will provide
25 Class Members and PAGA Settlement Members with information regarding the Action and
26 information regarding the Settlement of the Action. The Parties agree that English notices will be
27 sufficient.
28

1 **S. “Notice Packet”**

2 The Notice of Settlement and Individual Settlement Payment calculations, to
3 include total workweeks worked information, a proposed version of which is attached hereto as
4 Exhibit 1.

5 **T. “PAGA Period”**

6 The period from July 1, 2019 through November 9, 2020.

7 **U. “PAGA Released Claims”**

8 All claims for civil penalties under PAGA asserted in the Action, as amended,
9 and/or arising from or related to the facts and claims alleged in the Action, as amended, or the July
10 1, 2020 PAGA letter sent to the LWDA, or that could have been raised in the Action, as amended,
11 or the July 1, 2020 PAGA letter sent to the LWDA based on the facts and claims alleged. The
12 PAGA Released Claims include all PAGA claims asserted in the Action, as amended, and/or
13 arising from or related to the facts and claims alleged in the Action, as amended. The Released
14 PAGA Claims include all claims for civil penalties under PAGA arising from or related to unpaid
15 wages, including, failure to pay minimum wages, straight time compensation, overtime
16 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
17 missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums;
18 failure to provide meal periods; failure to authorize and permit rest periods and/or recovery
19 periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for
20 all hours worked, including off-the-clock work; failure to reimburse business expenses; wage
21 statements; unlawful deductions; failure to pay all wages when due; failure to pay vacation wages;
22 failure to pay all wages due at the end of the employment relationship; non-compliant wage
23 statements; and attorneys’ fees and costs; all claims for civil penalties under PAGA related to the
24 PAGA Released Claims arising under the Wage Orders of the California Industrial Welfare
25 Commission. This release excludes the release of claims not permitted by law.

26 **V. “PAGA Settlement Members”**

27 All individuals who were employed by Defendant as truck driver employees in
28 California at any time from July 1, 2019 through November 9, 2020.

1 **W. “Plaintiffs”**

2 Gabriel Mendez, George Gosch, John Dian, and Michael Knighton.

3 **X. “Plaintiffs’ Released Claims”**

4 Upon the Effective Date and funding of the Class Settlement Amount by
5 Defendant, and as a condition of receiving any portion of their Class Representative Enhancement
6 Payments, Plaintiffs, each in their individual capacity, shall fully and finally release the Released
7 Parties from any and all claims, known and unknown, under federal, state and/or local law, statute,
8 ordinance, regulation, common law, or other source of law, including but not limited to claims
9 arising from or related to their employment with Defendant and
10 their compensation while an employee of Defendant. Plaintiffs’ Released Claims include, but are
11 not limited to, all claims asserted in the Action, as amended, and/or arising from or related to the
12 Action, as amended, or the PAGA letter sent to the LWDA on Plaintiffs’ behalf. Plaintiffs’
13 Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay
14 minimum wages, straight time compensation, overtime compensation, double-time compensation,
15 and interest; the calculation of the regular rate of pay; wages related to alleged illegal time
16 rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period
17 wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods
18 and/or recovery periods; the calculation of meal period, rest period, and/or recovery period
19 premiums; reimbursement for all necessary business expenses; payment for all hours worked,
20 including off-the-clock work; failure to pay vacation wages; timely payment of wages due; wage
21 statements; unlawful deductions; failure to keep accurate records; unfair business practices;
22 penalties, including, but not limited to, recordkeeping penalties, wage statement penalties,
23 minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs. Plaintiffs’
24 Released Claims include all claims arising under the California Labor Code (including, but not
25 limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5,
26 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511,
27 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198,
28 2802, 2698 et seq., 2699 et seq., and 2802); all claims arising under: the Wage Orders of the

1 California Industrial Welfare Commission; the California Private Attorneys General Act of 2004
2 (“PAGA”); California Business and Professions Code section 17200, et seq.; the California Civil
3 Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §
4 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the
5 FLSA, 29 U.S.C. § 201, et seq.; federal common law; and the Employee Retirement Income
6 Security Act, 29 U.S.C. § 1001, et seq. (“ERISA”). Plaintiffs’ Released Claims also include all
7 claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and
8 attorneys’ fees and costs arising under federal, state, or local laws for discrimination, harassment,
9 retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C.
10 section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the
11 Age Discrimination in Employment Act, and the California Fair Employment and Housing Act;
12 and the law of contract and tort. This release excludes the release of claims not permitted by law.

13 Plaintiffs’ Released Claims include all claims, whether known or unknown. Even if
14 Plaintiffs discover facts in addition to or different from those that they now know or believe to be
15 true with respect to the subject matter of Plaintiffs’ Released Claims, those claims will remain
16 released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights
17 and benefits of section 1542 of the California Civil Code, which reads:

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

22 **Y. “Preliminary Approval”**

23 The Court’s order granting preliminary approval of the Settlement Agreement.

24 **Z. “Qualified Settlement Account”**

25 The fund established by the Settlement Administrator pursuant to Internal Revenue
26 Code Section 1.468B-1, which will be funded by Defendant within 30 calendar days of the
27 Effective Date.

1 **AA. “Released Class Claims”**

2 As of the date of the Order Granting Final Approval and funding of the Class
3 Settlement Amount by Defendant, all Class Members who do not timely submit a valid Request
4 for Exclusion (as that term is defined below) shall fully and finally release Released Parties of the
5 Released Class Claims during the Class Period. The Released Class Claims include all claims and
6 liability theories asserted in the Action, as amended, and/or arising from or related to the facts and
7 claims alleged in the Action, as amended, or in the PAGA letter sent to the LWDA on Plaintiffs’
8 behalf, or that could have been raised in the Action, as amended, or in the July 1, 2020 PAGA
9 letter sent to the LWDA based on the facts and claims alleged. The Released Class Claims include
10 all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation,
11 overtime compensation, double-time compensation, and interest; the calculation of the regular rate
12 of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period
13 wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods
14 and/or recovery periods; the calculation of meal period, rest period, and/or recovery period
15 premiums; payment for all hours worked, including off-the-clock work; failure to reimburse
16 business expenses; wage statements; unlawful deductions; failure to pay all wages when due;
17 failure to pay vacation wages; unfair business practices related to the Released Class Claims;
18 penalties, including wage statement penalties, minimum wage penalties, and waiting-time
19 penalties; non-compliant wage statements; and attorneys’ fees and costs; all claims related to the
20 Released Class Claims arising under: the Wage Orders of the California Industrial Welfare
21 Commission; California Business and Professions Code section 17200, et seq.; the Fair Labor
22 Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.; and federal common law. This release excludes
23 the release of claims not permitted by law.

24 Upon entry of Judgment, Class Members are precluded from filing a wage and hour
25 action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of
26 action encompassed by the Released Class Claims, which are extinguished and precluded pursuant
27 to the holding in *Rangel v. PLS Check Cashers of Cal., Inc.*, 899 F.3d 1106 (9th Cir. 2018). The
28 following language will be printed on the reverse of each Settlement Payment Check, or words to

1 this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read,
2 understand, and agree to the terms set forth in the Notice of Class Action Settlement, and I consent
3 to join in the Fair Labor Standards Act (“FLSA”) portion of Gabriel Mendez v. Bondz, Inc., San
4 Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0007486, elect to participate in the
5 settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the
6 Settlement.”

7 **BB. “Released Parties”**

8 Defendant and each of its past, present and future agents, employees, clients,
9 servants, officers, directors, managing agents, members, owners (whether direct or indirect),
10 partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries,
11 equity sponsors, related companies/corporations and/or partnerships, divisions, assigns,
12 predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and
13 alleged joint employers, temporary staffing agencies, common law employers, potential and
14 alleged common law employers, dual employers, co-employers, potential and alleged co-
15 employers, contractors, affiliates, service providers, alter-egos, potential and alleged alteregos,
16 vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint
17 liability, and all of their respective past, present and future employees, directors, officers,
18 members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries,
19 parents, subsidiaries, other service providers, and assigns.

20 **CC. “Request for Exclusion”**

21 A notice submitted by a Class Member requesting to be excluded from the
22 Settlement. For the Request for Exclusion to be valid, it must include the Class Member’s full
23 name, signature, address, telephone number and a written statement requesting to be excluded
24 from this Settlement. The Request for Exclusion must be returned by mail or fax to the Settlement
25 Administrator at the specified address or facsimile number and postmarked or faxed on or before
26 the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
27 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
28 who does not submit a timely and valid Request for Exclusion from the Settlement will be deemed

1 a Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is
2 granted Final Approval by the Court. PAGA Settlement Members, regardless of whether they
3 submit a Request for Exclusion, will release the PAGA Released Claims for the PAGA Period.

4 **DD. "Response Deadline"**

5 The deadline by which Class Members must mail or fax to the Settlement
6 Administrator valid Requests for Exclusion, Notices of Objection to the Settlement, or workweek
7 disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
8 the Notice Packet by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal
9 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
10 Postal Service is open. The Response Deadline for Requests for Exclusion, Notices of Objection,
11 or workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-
12 mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or
13 Federal holiday, in which case the Response Deadline will be extended to the next day on which
14 the U.S. Postal Service is open. The Response Deadline may also be extended by express
15 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
16 Settlement Administrator have the authority to unilaterally extend the deadline for Class Members
17 to submit a Request for Exclusion, Notice of Objection to the Settlement, or workweek disputes.

18 **EE. "Settlement Administrator"**

19 ILYM Group, Inc shall be the third-party class action settlement administrator as
20 agreed to by the Parties and approved by the Court for the purposes of administering this
21 Settlement. The Parties each represent that they do not have any financial interest in the
22 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
23 could create a conflict of interest.

24 **FF. "Settlement Administration Costs"**

25 The costs payable from the Class Settlement Amount to the Settlement
26 Administrator for administering this Settlement, including, but not limited to, printing,
27 distributing, and tracking documents for this Settlement, calculating estimated amounts per Class
28 Member, tax reporting, distributing the Class Settlement Amount, and providing necessary reports

1 and declarations, and other duties and responsibilities set forth herein to process this Settlement
2 Agreement, and as requested by the Parties. The Settlement Administration Costs will be paid
3 from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount
4 represented by the Settlement Administrator as being the maximum costs necessary to administer
5 the Settlement, which are anticipated to be no greater than \$4,500. To the extent actual Settlement
6 Administration Costs are greater than \$4,500, such excess amount will be deducted from the Class
7 Settlement Amount, subject to the Court's approval.

8 **GG. "Second Amended Complaint"**

9 The Second Amended Complaint filed on February 8, 2023.

10 **HH. "Settlement Payment Check"**

11 The payment to Class Members. The back of the Settlement Payment Check shall
12 state, immediately below the space where the check is to be endorsed by the payee: "By endorsing
13 or otherwise negotiating this check, I acknowledge that I read, understand, and agree to the terms
14 set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards
15 Act ("FLSA") portion of the Gabriel Mendez v. Bondz, Inc., San Joaquin County Superior Court,
16 Case No. STK-CV-UOE-2020-0007486, elect to participate in the settlement of the FLSA claims,
17 and agree to release all of my FLSA claims that are covered by the Settlement."

18 **II. Recitals.**

19 From the outset of litigation in this Action, the Parties conducted significant
20 investigation and discovery of the facts and law. Defendant produced documents pertaining to its
21 policies, practices, and procedures regarding, *inter alia*, payment of wages, reimbursement of
22 business expenses, paying truck drivers for all hours worked, meal and rest period policies,
23 overtime pay policies, vacation pay policies, and payroll and operational policies. Plaintiffs also
24 reviewed time records, pay records, and information relating to the size and scope of the
25 Settlement Class, as well as information permitting Plaintiffs to understand the number of
26 workweeks in the Class Period. The Parties agree that the above-described investigation and
27 evaluation, as well as the information exchanged during the settlement negotiations, are more than
28

1 sufficient to assess the merits of the respective Parties' positions and to compromise the issues on
2 a fair and equitable basis.

3 This Settlement is the culmination of longstanding efforts by the Parties to fully
4 evaluate the case and resolve the dispute. Since mid-2021, the Parties have engaged in back-and-
5 forth settlement negotiations. The Parties retained private mediator Tripper Ortman to facilitate
6 informal settlement negotiations. While these initial efforts were unsuccessful, the initial
7 settlement negotiations facilitated by Mr. Ortman enabled the Parties to assess the strengths and
8 weaknesses of their respective litigation positions in good faith. Subsequently, the Parties
9 engaged in a formal mediation before Hon. Steven R. Denton (Ret.) on October 6, 2022, which
10 was successful.

11 Plaintiffs and Class Counsel recognize the expense and length of continued
12 proceedings necessary to continue the litigation against Defendant through trial and through any
13 possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and
14 risk of further litigation, the potential outcome, and the difficulties and delays inherent in such
15 litigation. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in
16 this Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best interests
17 of the Class Members. Defendant recognizes that the defense of this litigation will be protracted
18 and expensive. Substantial amounts of time, energy, and resources of Defendant have been and,
19 unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by
20 Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in
21 this Agreement to put to rest the Released Class Claims and PAGA Released Claims.

22 Defendant generally and specifically denies any and all liability or wrongdoing of
23 any sort with regard to any of the claims alleged, makes no concessions or admissions of liability
24 of any sort, and contends that for any purpose other than this Settlement, the Action is not
25 appropriate for class or representative treatment. Defendant asserts a number of defenses to the
26 claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or
27 conduct in the Action. Neither this Settlement Agreement, nor any document referred to or
28 contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be

1 construed as, or may be used as an admission, concession, or indication by or against Defendant or
2 any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the
3 Settlement Agreement be construed as an admission that Plaintiffs can serve as adequate Class
4 Representatives. There has been no determination by any court as to the merits of the claims
5 asserted by Plaintiffs against Defendant or as to whether a class or classes should be certified,
6 other than for settlement purposes only.

7 Plaintiffs assert that Defendant's defenses are without merit. Neither this
8 Settlement Agreement nor any documents referred to or contemplated herein, nor any action taken
9 to carry out this Settlement Agreement is, may be construed as, or may be used as an admission,
10 concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits
11 of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this
12 Settlement is finally approved by the Court, none of Plaintiffs, Class Members, or Class Counsel
13 will oppose Defendant's efforts to use this Settlement Agreement to prove that Plaintiffs, Class
14 Members, and PAGA Settlement Members have resolved and are forever barred from re-litigating
15 the Released Class Claims and PAGA Released Claims.

16 **III. Funding of the Class Settlement Amount.**

17 Within thirty (30) calendar days of the Effective Date of the Settlement, Defendant will
18 deposit the Class Settlement Amount into a Qualified Settlement Account to be established by the
19 Settlement Administrator. Within ten (10) calendar days of the full funding of the Settlement, the
20 Settlement Administrator will issue payments to: (a) Class Members; (b) the LWDA and PAGA
21 Settlement Members; (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also
22 issue a payment to itself for Court-approved services performed in connection with the Settlement.
23 Defendant has no obligation to deposit such funds prior to the deadlines set forth herein.

24 **IV. Individual Settlement Payment Calculations.**

25 1. Individual Settlement Payments will be calculated and apportioned from the Net
26 Settlement Amount based on the number of workweeks a Class Member worked in the Class
27 Period, and the pay periods worked by the PAGA Settlement Members during the PAGA Period.
28 Specific calculations of Individual Settlement Payments will be made as follows:

1 **Class Members Who Are Not Also PAGA Settlement Members**

2 1(a) The Settlement Administrator will calculate the total number of workweeks
3 worked by each Class Member during the Class Period (“Individual
4 Workweeks”) as described above.

5 1(b) To determine each Class Member’s Individual Settlement Payment, the
6 Settlement Administrator will use the following formula: Individual
7 Settlement Payment = (Individual Workweeks ÷ Total Class Workweeks) ×
8 Net Settlement Amount.

9 **Class Members Who Are Also PAGA Settlement Members**

10 1(c) Where a Class Member is also a PAGA Settlement Member, the Settlement
11 Administrator will also calculate the total number of pay periods worked by
12 each PAGA Settlement Member during the PAGA Period as described above.
13 Thus, a PAGA Settlement Member will receive an Individual PAGA Payment
14 and an Individual Settlement Payment.

15 1(d) To determine each PAGA Settlement Member’s Individual PAGA Payment,
16 the Settlement Administrator will use the following formula: Individual
17 Settlement Payment = (Individual Pay Periods ÷ Total PAGA Settlement
18 Members Pay Periods) × 25 % of the LWDA Payment.

19 2. The Individual Settlement Payment will be reduced by any required deductions for
20 each Class Member as set forth herein, including employee-side tax withholdings or deductions.
21 Twenty percent (20%) of each Class Member’s Individual Settlement Payment shall constitute
22 payment in the form of wages (and each Class Member will be issued an IRS Form W-2 for such
23 payment) and eighty percent (80%) of each Class Member’s Individual Settlement Payment shall
24 constitute penalties and interest (and each Class Member will be issued an IRS Form 1099 for
25 such payment).

26 3. The Individual PAGA Payment will not be reduced by any deductions. One
27 hundred percent (100%) of each PAGA Settlement Member’s individual payment amount shall
28

1 constitute penalties (and each PAGA Settlement Class member will be issued an IRS Form 1099
2 for such payment).

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

11 **V. Settlement Administration Process.**

12 5. The Parties agree to cooperate in the administration of the Settlement and to make
13 all reasonable efforts to control and minimize the costs and expenses incurred in administration of
14 the Settlement. The Settlement Administrator will provide the following services:

- 15 a. Establish and maintain a Qualified Settlement Account.
- 16 b. Calculate the Individual Settlement Payment each Class Member/PAGA
17 Settlement Member and is eligible to receive.
- 18 c. Print and mail the Notice Packet.
- 19 d. Establish and maintain a settlement administration website and toll-free
20 information telephone support line to assist Class Members/PAGA
21 Settlement Members who have questions regarding the Notice Packet.
- 22 e. Conduct additional address searches for mailed Notice Packets that are
23 returned as undeliverable.
- 24 f. Calculate Class Members' Individual Settlement Payments, calculate
25 PAGA Settlement Members' Individual PAGA Payments, field inquiries
26 from Class Members/PAGA Settlement Members, and process and
27 administer any Requests for Exclusion or Objections. This service will
28 include settlement proceed calculation, printing and issuance of Settlement

1 Payment Checks, and preparation of IRS W-2 and 1099 Tax Forms. Basic
2 accounting for and payment of employee tax withholdings and forwarding
3 all payroll taxes and penalties to the appropriate government authorities will
4 also be included as part of this service.

5 g. Issuing to Plaintiffs, Class Members, PAGA Settlement Members, and
6 Class Counsel any W-2, 1099, or other tax forms as may be required by law
7 for all amounts paid pursuant to this Settlement.

8 h. Provide declarations and/or other information to the Court as requested by
9 the Parties and/or the Court.

10 i. Provide weekly status reports to counsel for the Parties.

11 j. Send to the Controller of the State of California any monies remaining from
12 the Net Settlement Amount due to Class Members or PAGA Settlement
13 Members failing to negotiate Individual Settlement Payments within 180
14 days of distribution. Any monies remaining in the distribution account shall
15 be distributed to the Controller of the State of California to be held pursuant
16 to the Unclaimed Property Law, California Civil Code § 1500 *et seq.* for the
17 benefit of those Class Members or PAGA Settlement Members who did not
18 cash their checks until such time that they claim their property. This
19 disposition results in no “unpaid residue” under California Civil Procedure
20 Code § 384, as the entire Settlement Payment will be paid out to Class
21 Members or PAGA Settlement Members, whether or not they all cash their
22 Settlement Checks. Therefore, Defendant will not be required to pay any
23 interest on said amount.

24 6. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide
25 the Class List to the Settlement Administrator.

26 7. Within fourteen (14) calendar days after receiving the Class List from Defendant,
27 the Settlement Administrator will mail a Notice Packet to all Class Members and PAGA
28

1 Settlement Members via regular First-Class U.S. Mail, using the last known mailing addresses
2 identified in the Class List.

3 8. Prior to mailing, the Settlement Administrator will perform a search based on the
4 National Change of Address Database for information to update and correct any known or
5 identifiable address changes. Any Notice Packets returned to the Settlement Administrator as
6 non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class
7 U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate
8 the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the
9 Settlement Administrator will promptly attempt to determine the correct address using a skip-
10 trace, or other search using the name, address and/or Social Security number of the Class Member
11 or PAGA Settlement Member involved, and will then perform a single re-mailing. Those Class
12 Members or PAGA Settlement Members who receive a re-mailed Notice Packet, whether by skip-
13 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b)
14 the Response Deadline to postmark or fax a Request for Exclusion, Notice of Objection to the
15 Settlement, or workweek dispute.

16 9. All Class Members will be mailed a Notice Packet containing the form attached as
17 Exhibit 1 as approved by the Court.

18 10. Class Members and PAGA Settlement Members will have an opportunity to
19 dispute the information provided in their Notice Packets. To the extent Class Members or PAGA
20 Settlement Members dispute the number of Individual Workweeks to which they have been
21 credited or the amount of their Individual Settlement Payment, Class Members may produce
22 evidence to the Settlement Administrator showing that such information is inaccurate. Absent
23 evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
24 However, if a Class Member or PAGA Settlement Member produces evidence to the contrary, the
25 Settlement Administrator will evaluate the evidence submitted by the Class Member or PAGA
26 Settlement Member and will make the final decision as to the number of eligible Individual
27 Workweeks that should be applied and/or the Individual Settlement Payment to which the Class
28 Member or PAGA Settlement Member may be entitled. The workweek dispute must be returned

1 by mail or fax to the Settlement Administrator at the specified address or facsimile number and
2 postmarked or faxed on or before the Response Deadline. The date of the postmark or fax receipt
3 confirmation will be the exclusive means to determine whether a workweek dispute has been
4 timely submitted. All such disputes are to be resolved not later than fourteen (14) calendar days
5 after the Response Deadline.

6 11. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
7 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the
8 Settlement Administrator within the Response Deadline. The date of the postmark on the return
9 mailing envelope or the fax receipt confirmation will be the exclusive means to determine whether
10 a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted
11 to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's
12 Counsel the Requests for Exclusion that were timely submitted. Any Class Member who does not
13 timely seek exclusion will be bound by the terms of this Settlement Agreement. In addition,
14 PAGA Settlement Members, regardless of whether they opt-out of the Settlement Agreement, will
15 still release the PAGA Released Claims for the PAGA Period.

16 12. Objections. Class Members who do not submit a Request for Exclusion may object
17 to this Settlement as explained in the Notice Packet by filing a written objection with the
18 Settlement Administrator (who shall serve all objections as received on Class Counsel and
19 Defendant's counsel). To be valid, any objection must: (1) contain the objecting Class Member's
20 full name and current address, as well as contact information for any attorney representing the
21 objecting Class Member for purposes of the objection; (2) include all objections and the factual
22 and legal bases for same; (3) include any and all supporting papers, briefs, written evidence,
23 declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline.

24 13. Defective Submissions. If a Class Member's dispute regarding the number of
25 Individual Workweeks, Objection or Request for Exclusion is defective as to the requirements
26 listed herein, that Class Member will be given an opportunity to cure the defect(s). The
27 Settlement Administrator will mail the Class Member a cure letter within three (3) business days
28 of receiving the defective submission to advise the Class Member that his or her submission is

1 defective and that the defect must be cured to render the workweek dispute, Objection or Request
2 for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or
3 (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark
4 or fax a revised workweek dispute, Objection or Request for Exclusion.

5 **VI. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

6 14. Defendant's Option to Nullify the Settlement Agreement. If more than eight
7 percent (8%) of the Class Members opt out of the Settlement (or are otherwise excluded),
8 Defendant, in its sole discretion, shall have the option of nullifying the Settlement Agreement. In
9 such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be
10 returned to their respective statuses as of the date and time immediately prior to the execution of
11 this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had
12 not been executed, except that any fees already incurred by the Settlement Administrator shall be
13 paid by Defendant.

14 15. Nullification of the Settlement Agreement. In the event: (i) the Court does not
15 enter the Preliminary Approval Order and approve the Class Released Claims specified herein;
16 (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendant exercises
17 its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as
18 described in Section VI.14 above; or (iv) the Settlement does not become final for any other
19 reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be null and void. A
20 reduction of the Attorneys' Fees and Costs and/or any Class Representative Enhancement
21 Payment(s) shall not be grounds for nullification of this Settlement. Any order or judgment
22 entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the
23 beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and
24 shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and
25 any funds to be awarded under this Settlement Agreement shall be returned to their respective
26 statuses as of the date and time immediately prior to the execution of this Settlement Agreement,
27 and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed,
28

1 except that any fees already incurred by the Claims Administrator shall be paid by Defendant and
2 Plaintiffs on a 50/50 basis.

3 16. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class
4 Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely
5 and valid Request for Exclusion will be bound by all terms, conditions, and covenants of the
6 Settlement Agreement, including, but not limited to, those pertaining to the Released Class
7 Claims.

8 **VII. Certification Reports Regarding Individual Settlement Payment Calculations.**

9 17. The Settlement Administrator will provide Defendant's counsel and Class Counsel
10 a weekly report which certifies: (a) the number of Class Members who have submitted valid
11 Requests for Exclusion; (b) any objections submitted to the Settlement along with a copy of any
12 such objection; and (c) whether any Class Member or PAGA Settlement Member has submitted a
13 challenge to any information contained in his/her Notice Packet. Additionally, the Settlement
14 Administrator will provide to counsel for both Parties any updated reports regarding the
15 administration of the Settlement Agreement as needed or requested.

16 18. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
17 will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180)
18 calendar days from the date of mailing, the checks shall become null and void, and any monies
19 remaining in the distribution account shall be distributed to the Controller of the State of
20 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et*
21 *seq.*, for the benefit of those Class Members and PAGA Settlement Members who did not cash
22 their checks until such time that they claim their property. This disposition results in no "unpaid
23 residue" under California Civil Procedure Code § 384, as the entire Settlement Payment will be
24 paid out to Class Members, whether or not they all cash their Settlement Checks. Therefore,
25 Defendant will not be required to pay any interest on said amount.

26 19. Certification of Completion. Upon completion of administration of the Settlement,
27 the Settlement Administrator will provide a written declaration under oath to certify such
28 completion to the Court and counsel for all Parties.

1 **VIII. Tax Treatment of Individual Settlement Payments.**

2 All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of
3 each Individual Settlement Payment will be allocated as wages and eighty percent (80%) will be
4 allocated as non-wages, including penalties and interest. The portion allocated to wages will be
5 reported on an IRS Form W-2 and the portions allocated to non-wages will be reported on an IRS
6 Form-1099 by the Settlement Administrator. The Individual Settlement Payments will be reduced
7 by any required legal deductions for each Class Member. All standard employee payroll
8 deductions will be made for state and federal withholding taxes, including any other applicable
9 payroll deductions owed by the Class Members as a result of the Wage Component, resulting in a
10 net wage component. The Settlement Administrator will issue a check and W-2 Form to each
11 Class Member for the wage component.

12 The Settlement Administrator will issue a second check and IRS Form-1099 for the
13 remaining PAGA penalty and interest component. No withholding shall be made on the penalty
14 and interest portion of the Individual Settlement Payment. The Settlement Administrator shall be
15 responsible for issuing the payments and calculating and withholding all required state and federal
16 taxes. The Settlement Administrator shall determine the eligibility for, and the amounts of, any
17 Individual Settlement Payments under the terms of this Settlement Agreement. Any disputes not
18 resolved by the Settlement Administrator concerning the administration of the Settlement will be
19 resolved by the Court, under the laws of the State of California. Prior to any such involvement of
20 the Court, counsel for the Parties will confer in good faith to resolve the dispute without the
21 necessity of involving the Court.

22 **IX. Administration of Taxes by the Settlement Administrator.**

23 20. Tax Liability. Defendant makes no representation as to the tax treatment or legal
24 effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on
25 any statement, representation, or calculation by Defendant, Class Counsel or by the Settlement
26 Administrator in this regard. Plaintiffs and Class Members understand and agree they will be
27 solely responsible for the payment of their share of any taxes and penalties assessed on the
28 payments described herein.

21. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

X. Release by Class Members

22. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

1 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action or right herein released and discharged.

3 23. Class Release. It is the desire of Plaintiffs, Class Members, and Defendant to fully,
4 finally, and forever settle, compromise, and discharge the Released Class Claims. Upon the Final
5 Approval by the Court of this Settlement Agreement and funding in full of the Class Settlement
6 Amount by Defendant, and except as to such rights or claims as may be created by this Settlement
7 Agreement, all Class Members who do not exclude themselves by properly opting-out of the
8 Settlement shall fully release and discharge the Released Parties from any and all Released Class
9 Claims for the entire Class Period. This release shall be binding on all Class Members who have
10 not timely submitted a valid and complete Request for Exclusion, including each of their
11 respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs,
12 successors, and assigns, and shall inure to the benefit of the Released Parties, who shall have no
13 further or other liability or obligation to any Class Member with respect to the Released Class
14 Claims, except as expressly provided herein.

15 **XI. Preliminary Approval Hearing.**

16 24. Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of
17 the Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional
18 certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the
19 proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness
20 Hearing.

21 25. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
22 Class Members as specified herein. In conjunction with the Preliminary Approval Hearing,
23 Plaintiffs will submit this Settlement Agreement and will include the proposed Notice Packet.
24 Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary
25 Approval, subject to review and comment by Defendant's counsel.

26 **XII. Final Settlement Approval Hearing and Entry of Judgment.**

27 26. Upon expiration of the Response Deadline, and with the Court's permission, a
28 Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of

1 the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement
2 Payments; (b) the LWDA Payment and PAGA Settlement Members; (c) the Attorneys' Fees and
3 Costs; (d) the Class Representative Enhancement Payments; and (e) all Settlement Administration
4 Costs.

5 27. The Final Approval/Settlement Fairness Hearing will be held no later than sixty
6 (60) calendar days after the Response Deadline, subject to the Court's availability. If the Court is
7 unable to hold the Final Approval/Settlement Fairness Hearing within sixty (60) calendar days
8 after the Response Deadline, Class Counsel will utilize its best efforts to obtain the earliest date
9 the Court has available for said hearing.

10 28. Class Counsel will be responsible for drafting all documents necessary to obtain
11 Final Approval, subject to review and comment by Defendant's counsel. Any failure by the Court
12 to fully and completely approve the Settlement Agreement will result in this Settlement
13 Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being
14 nullified and voided. Upon such failure, any order or judgment entered by the Court in
15 furtherance of this Settlement Agreement shall be treated as void from the beginning, and the
16 Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as
17 an admission by the Parties or their counsel. In such a case, the Parties and any funds to be
18 awarded under this Settlement Agreement shall be returned to their respective statuses as of the
19 date and time immediately prior to the execution of this Settlement Agreement, and the Parties
20 shall proceed in all respects as if this Settlement Agreement had not been executed, except that
21 any fees already incurred by the Settlement Administrator shall be paid equally by both Parties.

22 **XIII. Judgment and Continued Jurisdiction.**

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

1 **XIV. Other Provisions.**

2 30. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
3 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
4 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

5 31. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
6 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
7 agreements may be deemed binding on the Parties.

8 32. Amendment or Modification. This Settlement Agreement may be amended or
9 modified only by a written instrument signed by counsel for all Parties or their successors-in-
10 interest and approved by the Court.

11 33. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
12 and represent they are expressly authorized by the Parties whom they represent to negotiate this
13 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
14 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
15 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
16 counsel will cooperate with each other and use their best efforts to effect the implementation of the
17 Settlement. If the Parties are unable to reach agreement on the form or content of any document
18 needed to implement the Settlement, or on any supplemental provisions that may become
19 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
20 mediator, Hon. Steven R. Denton (Ret.), to resolve such disagreement.

21 34. Binding on Successors and Assigns. This Settlement Agreement will be binding
22 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
23 defined.

24 35. California Law Governs. All terms of this Settlement Agreement and exhibits
25 hereto will be governed by and interpreted according to the laws of the State of California and any
26 applicable federal law without regard to choice of law rules or principles.

27 36. Execution and Counterparts. This Settlement Agreement is subject only to the
28 execution of all Parties. However, the Settlement Agreement may be executed in one or more

1 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
2 of the signature page, will be deemed to be one and the same instrument.

3 37. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
4 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
5 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
6 litigation, taking into account all relevant factors, present and potential. The Parties further
7 acknowledge that they are each represented by competent counsel and that they have had an
8 opportunity to consult with their counsel regarding the fairness and reasonableness of this
9 Settlement.

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

14 39. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
15 class certification for purposes of this Settlement only; except, however, that either Party may
16 appeal any Court order that materially alters the Settlement Agreement's terms.

17 40. Class Action Certification for Settlement Purposes Only. The Parties agree to
18 stipulate to class certification only for purposes of the Settlement. If, for any reason, the
19 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
20 that certification for purposes of the Settlement is not an admission that class action certification is
21 proper under the standards applied to contested certification motions and that this Settlement
22 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a
23 class action should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other
24 than according to the Settlement's terms.

25 41. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
26 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
27 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
28 specifically denies, it has violated any federal, state, or local law; violated any regulations or

1 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
2 requirements; breached any contract; violated or breached any duty; engaged in any
3 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
4 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
5 negotiations connected with it, shall be construed as an admission or concession by Defendant of
6 any such violations or failures to comply with any applicable law. Except as necessary in a
7 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
8 terms and provisions shall not be offered or received as evidence in any action or proceeding to
9 establish any liability or admission on the part of Defendant or to establish the existence of any
10 condition constituting a violation of, or a non-compliance with, federal, state, local or other
11 applicable law. If Final Approval does not occur, the Parties agree that this Settlement Agreement
12 is void, but remains protected by California Evidence Code Section 1152.

13 42. Captions. The captions and section numbers in this Settlement Agreement are
14 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
15 or intent of the provisions of this Settlement Agreement.

16 43. Waiver. No waiver of any condition or covenant contained in this Settlement
17 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
18 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
19 right or remedy.

20 44. Enforcement Action. If one or more of the Parties institutes any legal action or
21 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or
22 to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
23 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
24 including expert witness fees incurred in connection with any enforcement actions.

25 45. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
26 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
27 construed more strictly against one Party than another merely by virtue of the fact that it may have
28 been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-

1 length negotiations between the Parties, all Parties have contributed to the preparation of this
2 Settlement Agreement.

3 46. Representation by Counsel. The Parties acknowledge that they have been
4 represented by counsel throughout all negotiations that preceded the execution of this Settlement
5 Agreement and that this Settlement Agreement has been executed with the consent and advice of
6 counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that
7 there are no liens on the Settlement Agreement.

8 47. All Terms Subject to Final Court Approval. All amounts and procedures described
9 in this Settlement Agreement herein will be subject to final Court approval.

10 48. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
11 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
12 this Settlement Agreement.

13 49. Confidentiality. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press
14 release or announcement of any kind related in any way to the Settlement. Plaintiffs and
15 Plaintiffs' Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the
16 terms of this Settlement confidential except for purposes of communicating with Plaintiffs only.
17 Plaintiffs shall be informed that the Settlement is confidential and shall be advised to keep the
18 Settlement confidential. From and after Preliminary Approval of the Settlement, the Class
19 Members (including Plaintiffs and Class Counsel) may: (1) as required by law; (2) as required
20 under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as
21 Class Counsel, comment regarding the specific terms of the Settlement. In all other cases,
22 Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement,
23 whether oral, written or electronic (including the world wide web), to say the Class Action has
24 been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. This
25 Settlement shall not be advertised or mentioned on any source, including Plaintiffs' Counsels'
26 personal or firm website. Nothing in this Section is intended to interfere with Class Counsel's
27 duties and obligations to faithfully discharge their duties as Class Counsel, including but not
28 limited to, communicating with Class Members regarding the Settlement.

1 50. Binding Agreement. The Parties warrant that they understand and have full
2 authority to enter into this Settlement, intend that this Settlement Agreement will be fully
3 enforceable and binding on all Parties, and agree that it will be admissible and subject to
4 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
5 provisions that otherwise might apply under federal or state law. Plaintiffs, and not their
6 respective representative(s), must personally execute this Settlement Agreement.

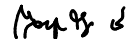
7
8 *The Settlement Agreement consists of 33 pages.*

9
10 Dated: Feb 25, 2023


Gabriel Mendez (Feb 25, 2023 15:26 PST)

Gabriel Mendez

11
12 Dated: Feb 24, 2023


George Gosch (Feb 24, 2023 16:26 PST)

George Gosch

13
14
15 Dated: Feb 24, 2023


John Dian (Feb 24, 2023 15:17 PST)

John Dian

16
17
18 Dated: Feb 24, 2023


Michael Knighton (Feb 24, 2023 16:24 PST)

Michael Knighton

19
20
21
22 **BONDZ, INC.**

23 Dated: _____

24
25 By: Clay Courts
26 Title: _____
27
28

1 50. Binding Agreement. The Parties warrant that they understand and have full
2 authority to enter into this Settlement, intend that this Settlement Agreement will be fully
3 enforceable and binding on all Parties, and agree that it will be admissible and subject to
4 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
5 provisions that otherwise might apply under federal or state law. Plaintiffs, and not their
6 respective representative(s), must personally execute this Settlement Agreement.

7
8 *The Settlement Agreement consists of 33 pages.*
9

10 Dated: _____

Gabriel Mendez

11
12
13 Dated: _____

George Gosch

14
15 Dated: _____

John Dian

16
17
18 Dated: _____

Michael Knighton

19
20
21
22
23 Dated: 2/28/23

BONDZ, INC.



By: Clay Courts

Title: Managing Partner

1 **APPROVED AS TO FORM**

2 Dated: February 24, 2023

3 ZAKAY LAW GROUP, APLC

4
5 By



SHANI ZAKAY

6
7 Attorneys for Plaintiffs
8 GABRIEL MENDEZ, GEORGE GOSCH, JOHN
9 DIAN, and MICHAEL KNIGHTON

10 Dated: February 24, 2023

11 JCL LAW FIRM APC

12 By



JEAN-CLAUDE LAPUYADE

13
14 Attorneys for Plaintiffs
15 GABRIEL MENDEZ, GEORGE GOSCH, JOHN
16 DIAN, and MICHAEL KNIGHTON

17 Dated: February 24, 2023

18 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

19
20 By



MORGAN FORSEY
LUCKY MEINZ
NORA STILESTEIN
Y. DOUGLAS YANG
PETER LEE

21
22 Attorneys for Defendant
23 BONDZ, INC.
24
25
26
27
28

EXHIBIT B

EXHIBIT C

Case Name: Mendez v. Bondz

Friday, February 10, 2023

Requesting Attorney:	Jackland Hom
Requesting Attorney's E-mail:	jackland@zakaylaw.com
ILYM Contact	Sean Hartranft
E-Mail	<u>Sean@ilymgroupclassaction.com</u>
Contact Number	949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

Opt-Out

ASSUMPTIONS	
Total Estimated Number of Class Members	75
Estimated Percentage of Undeliverable Mail	20%
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	0	\$0.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Per Piece	\$15.00	1	\$15.00
Toll-Free Phone Support	Flat Fee	\$35.00	1	\$35.00
Status Reports	Flat Fee	\$750.00	1	Waived

Subtotal \$620.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notices	Per Piece	\$2.50	75	\$187.50
USPS First Class Postage	Per Piece	\$0.81	75	\$60.75
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$3.00	15	\$45.00
Storage, Photocopies, Deliveries	Flat Fee	\$264.25	1	\$264.25

Subtotal \$557.50

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (including W2 and/or 1099)**	Per Check	\$2.50	75	\$187.50
Check Mailing Postage	Per Piece	\$0.60	75	\$45.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$3.00	15	\$45.00
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,000.00	1	\$1,000.00

***Additional Bank fees may apply*

Subtotal \$2,427.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	1	\$120.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$470.00

Not to Exceed: \$4,400.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. **Attached here to is Exhibit D:** ILYM hereby incorporates the attached Exhibit D into the terms and conditions herein and Exhibit D shall be a part of this agreement. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT D

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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