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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

NORMAN RESPASS, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

THE SCION GROUP LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2020-00285285-CU-OE-GDS

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

Hearing Date: December 9, 2022

Hearing Time: 9:00am

Judge: Hon. Lauri A. Damrell
Department: 28

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

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

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

16 **Fairness of Settlement**

17 3. As consideration for this Settlement, the total amount to be paid by Defendants is
18 Three Hundred Twenty Five Thousand Dollars (\$325,000) (the “Gross Settlement Amount”). The
19 Gross Settlement amount will settle all issues pending in this litigation between the Plaintiff and
20 the Class, on the one hand, and the Defendant, on the other hand, including payment of: (1) the
21 Individual Settlement Payments to Settlement Class Members, including the Credit Report Claim
22 Settlement Cash Payment, (2) Class Counsel Attorneys’ Fees, (3) Class Counsel Litigation Costs,
23 (4) incentive payment to Plaintiff, (5) PAGA Settlement Amount, and (6) Settlement
24 Administration Costs. The Gross Settlement Amount does not include Defendant’s share of
25 employer payroll taxes, which Defendant shall pay to the Administrator separately. The Gross
26 Settlement Amount does not include Defendant’s share of employer payroll taxes. The Settlement
27 is all-in with no reversion to Defendant and no need to submit a claim form.

1 4. The relief provided in the Settlement will benefit all members of the Class who do
2 not opt out. The Settlement does not improperly grant preferential treatment to the Plaintiff or
3 segments of the Class in any way. Each Settlement Class Member will be entitled to a cash payment
4 based on the plan of allocation described herein. Each Individual Settlement Payment will be
5 determined based upon the weeks worked by that employee during the prescribed Class Period. The
6 Settlement Shares for the FCRA/ICRAA/CCRAA Class Members will be allocated on an equal pro
7 rata share for all employees or prospective employees of Defendant who executed Defendant's
8 standard FCRA disclosure form during the prescribed Class Period.

9 5. The Parties scheduled a private mediation to take place before Jeffrey Krivis, Esq.,
10 a respected and experienced mediator of wage and hour class and PAGA actions. In preparation
11 for the mediation, Defendant provided Class Counsel with necessary records and information for
12 the members of the Class. Defendant produced a sample consisting of pay records and time records.
13 Defendant also produced Defendant's relevant employment policies, including compensation
14 policies and timekeeping policies. Plaintiff analyzed the data with the help of an expert (BCG), and
15 prepared and submitted a mediation brief to Mediator Krivis. On June 22, 2021, the Parties
16 participated in a full-day mediation before Mediator Krivis. At the conclusion of the mediation, the
17 Parties were unable to reach a settlement, but continued to negotiate mutually agreeable terms of
18 settlement over several months. The Parties documented the agreement in the form of a Settlement
19 Agreement, which was signed by the Parties and is now presented to this Court for preliminary
20 approval. Plaintiff and Class Counsel believe that this Settlement is fair, reasonable, and adequate.

21 6. Defendant's total exposure for the alleged violations at the time this Settlement was
22 negotiated was calculated by BCG, Plaintiff's damage expert. For the Class, Plaintiff estimates that
23 Defendant was subject to maximum liability for damages in the amount of \$731,075 consisting of
24 \$14,785 for unpaid wages, \$708,673 for rest periods, and \$97,370 for meal periods. In addition,
25 Plaintiff's expert calculated \$293,146 in waiting time penalties and \$264,900 for wage statement
26 penalties.¹ Consequently, the Settlement of \$325,000 represents approximately 44.4% of the

27 ¹ While Plaintiff alleged claims for statutory penalties, they recognize that this claim is subject to
28 various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and
various PAGA penalties are also subject to a good faith defense as to whether any premium wages

1 maximum estimated *damages*, and 25.2% of the maximum combination of damages and penalties
2 to the Class, assuming these amounts could be proved at trial (excluding PAGA Penalties). Given
3 the amount of the Settlement compared to the potential value of claims in this case, the Settlement
4 is fair and reasonable. The goal of this litigation – to provide compensation to Class Members for
5 unpaid time and for allegedly missed meal and rest breaks – has been met.

6 **Procedural History of the Litigation**

7 7. On February 17, 2020, Plaintiff filed a Notice of Violations with the LWDA and
8 served the same on Defendant. On September 23, 2020, Plaintiff filed the class action complaint in
9 this Court, asserting claims for: (1) unfair competition; (2) failure to pay minimum wages; (3) failure
10 to pay overtime wages; (4) failure to provide required meal breaks; (5) failure to provide required
11 rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to provide wages
12 when due; (8) failure to reimburse employees for required expenses; (9) violation of Fair Credit
13 Reporting Act (“FCRA”) for failure to make proper disclosures; (10) violation of FCRA for failure
14 to obtain proper authorization; (11) violation of the Investigative Consumer Reporting Agencies
15 Act for failure to make proper disclosures; (12) violation of the Consumer Credit Reporting
16 Agencies Act for failure to obtain proper disclosures; and (13) violation of the Private Attorneys
17 General Act. On November 18, 2020, Defendant removed the action to the United States District
18 Court for the Eastern District of California. Thereafter, the Parties agreed to stipulate to remand the
19 action to state court for approval of the settlement.

20 8. Plaintiff seeks to represent the following sub-classes: a putative class of all
21 individuals who are or previously were employed by Defendant in California and classified as non-
22 exempt employees (the “Wage and Hour Class” or “Wage and Hour Class Member(s)”; all
23 employees or prospective employees of Defendant in California who executed Defendant’s standard
24 background check disclosure and authorization form (the “FCRA/ICRAA Class” or
25 _____
26 for meal or rest periods or other wages were owed given Defendant’s position that Plaintiff and the
27 Class were properly compensated. (*See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL
28 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant’s motion for summary judgment on
claim for failure to provide accurate itemized wage statements “because a good faith dispute exists...
[therefore, defendant] was not ‘knowing and intentional’ in failing to provide [Section 226]
statements”).)

1 “FCRA/ICRAA Class Member(s)”; all persons in California who executed Defendant’s standard
2 background check disclosure and authorization form in connection with prospective employment
3 (the “CCRAA Class” or “CCRAA Class Member(s)”) (collectively the “Class Members”). The
4 Complaint generally alleges the causes of action listed above. The Action seeks unpaid wages,
5 statutory and PAGA penalties, attorneys’ fees, and litigation costs².

6 9. Prior to mediation, the Parties engaged in investigation and the exchange of
7 documents and information in connection with the Action. As part of this process, Defendant
8 provided a significant sample of time records and payroll records, as well as other documents and
9 information, to Class Counsel to review and analyze. On June 22, 2021, the Parties participated in
10 an all-day mediation presided over by Jeffrey Krivis, Esq., a respected mediator of wage and hour
11 class actions. At the conclusion of the full-day mediation, the Parties were not able to reach a
12 settlement, but continued to negotiate mutually agreeable terms of settlement over several months.
13 The Parties documented the agreement in the form of a Settlement Agreement, which was signed
14 by the Parties and is now presented to this Court for preliminary approval.

15 10. Accordingly, for purposes of this Settlement, the “Class” is defined as all individuals
16 who are or previously were employed by Defendant in California and classified as non-exempt
17 employees at any time beginning September 23, 2016 and ending February 28, 2022 (the “Wage
18 and Hour Class” or “Wage and Hour Class Member(s)”; all employees or prospective employees
19 of Defendant in California who executed Defendant’s standard background check disclosure and
20 authorization form at any time beginning September 23, 2018 and ending on February 28, 2022 (the
21 “FCRA/ICRAA Class” or “FCRA/ICRAA Class Member(s)”; all persons in California who
22 executed Defendant’s standard background check disclosure and authorization form in connection
23 with prospective employment at any time beginning September 23, 2018 and ending on February
24 28, 2022 (the “CCRAA Class” or “CCRAA Class Member(s)”). (Agreement at ¶ II(C).)

25 11. Although a resolution has been reached, Defendant denies that they have violated
26 any applicable law, committed any wrong against Plaintiff or any other current or former employee,
27

28 ² Plaintiff will provide a lodestar analysis for the fees and supporting evidence of the costs with the
final approval papers.

1 or that it has otherwise damaged Plaintiff or any other current or former employee in any way.
2 Further, Defendant contends that class certification would be inappropriate for any reason other
3 than settlement. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff
4 further contends that the Action is appropriate for class certification on the basis that the Plaintiff's
5 claims meet the requisites for certification. Without admitting that class certification is proper,
6 Defendant has stipulated that the above Class may be certified for settlement purposes only. The
7 Parties agree that certification for settlement purposes is not an admission that certification would
8 be proper if the class certification issues were litigated. Further, the Agreement is not admissible in
9 this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely
10 for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing
11 class certification with respect to the Class are satisfied.

12 12. Class Counsel has conducted a thorough investigation into the facts of the action and
13 diligently evaluated the Class Members' claims against Defendant. Prior to the mediation, counsel
14 for Defendant provided Class Counsel with access to the necessary data and information to evaluate
15 the claims by the Class. Class Counsel reviewed the production of documents and conducted an
16 extensive review of a significant sample of time records and data with the assistance of an expert
17 (Berger Consulting Group). Based on the foregoing and their own independent investigation,
18 evaluation and experience, Class Counsel believe that the Settlement is fair, reasonable, and
19 adequate and is in the best interest of the Class considering all known facts and circumstances,
20 including the risk of significant delay, defenses asserted by Defendant, and potential appellate
21 issues.

22 **Settlement Terms and Plan of Allocation**

23 13. The Gross Settlement Amount to be paid by Defendant is Three Hundred Twenty
24 Five Thousand Dollars (\$325,000). (Agreement at ¶ V(A).) Under the Settlement, the Gross
25 Settlement Amount consists of the following elements: (1) the Individual Settlement Payments to
26 Settlement Class Members, including the Credit Report Claim Settlement Cash Payment, (2) Class
27 Counsel Attorneys' Fees, (3) Class Counsel Litigation Costs, (4) incentive payment to Plaintiff, (5)
28 PAGA Settlement Amount, and (6) Settlement Administration Costs. (See Agreement at ¶ V(C)(1-

7.) The Gross Settlement Amount does not include Defendant's share of employer payroll taxes, which Defendant shall pay to the Administrator separately. The Gross Settlement Amount shall be all-in with no reversion to Defendants. (Agreement at ¶ V(A).)

14. After Final Approval and the Judgment becomes final (the "Effective Date"), Defendant will fund the Gross Settlement Amount in one lump sum payment within ten (10) calendar days. (Agreement at ¶ V(A).) Within twenty-one (21) days after the Effective Date, the Settlement Administrator will pay: all Individual Settlement Payments to Settlement Class Members, Attorneys' Fees and Litigation Costs to Class Counsel, incentive payment to Plaintiff, and Settlement Administration Costs to itself, all as determined by the Court at the Final Approval Hearing. (Agreement at ¶ V(D)(2).)

15. The Net Settlement Amount shall equal the amount available for Individual Settlement Payments after deducting the Court-approved amounts for the Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, incentive payment to Plaintiff, PAGA Settlement Amount, Credit Report Claim Settlement Cash Payment, and Settlement Administration Costs. (Agreement at ¶ V(C)(7).) The submission of a claim form is not required for the Settlement Class Member to be paid an Individual Settlement Payment. The Individual Settlement Payment will be calculated by dividing the Net Settlement Amount by the total number of workweeks worked by all Settlement Class Members during the Class Period and then multiplying that amount (the "Class Weekly Rate") by the total number of workweeks worked by each Settlement Class Member during the Class Period. (Agreement at ¶ V(D)(3).) The Credit Report Claim Settlement Cash Payment will be divided and paid to the 46 claim participants equally (approximately \$108.69 each).

16. The entire Net Settlement Fund shall be distributed. (*See* Agreement at ¶ V(D)(5).)

17. Class Members will have forty-five (45) days after the mailing of the Settlement Notice to exclude themselves or submit written objections. All Class Members who do not "opt out" will be deemed Settlement Class Members and will be bound by the Settlement. (Agreement at ¶ IV(C)(5).) The Notice will advise the Class Members of their right to object to the Settlement.

18. Prior to mailing the Class Notice to the Class, the Settlement Administrator will perform a search on the National Change of Address Database to update the Class Members'

addresses. The Settlement Administrator will perform a skip-trace search and re-mail all Class Notices that are returned on or before the Response Deadline. (Agreement at ¶ IV(C)(3-4).) If an Individual Settlement Payment check is not cashed within 180 days after the Settlement Administrator's last mailing to the Settlement Class Member ("Check Stale Date"), the funds from such uncashed check will be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the names and corresponding amounts associated with each Class Member whose check(s) are cancelled. (Agreement at ¶ V(D)(5).)

19. The Parties have agreed to use ILYM Group as the Settlement Administrator for the Settlement. (Agreement at ¶ II(JJ).) Payment of the expenses of the Settlement Administrator from the Gross Settlement Fund shall be made for the expenses of effectuating and administering the Settlement. The Settlement Administrator shall receive payment for services estimated at \$6,500. (Agreement at ¶ V(C)(6).)

20. Subject to Court approval, the Agreement provides, (a) for Class Counsel to be awarded a sum not to exceed 33.33% of the Gross Settlement Amount for their fees and (b) an award of litigation costs and expenses in an amount not to exceed \$25,000. (Agreement at ¶ V(C)(1-2).) Subject to Court approval, the Agreement provides for payment of an incentive payment to Plaintiff of no more than \$5,000.³ (Agreement at ¶ V(C)(3).) Defendant does not oppose a motion for approval of attorneys' fees, costs and an incentive award consistent with the Agreement.

21. Subject to Court approval, \$16,000 will be paid for settlement of civil penalties under PAGA, Labor Code Section 2698 *et seq.* Pursuant to the requirements of Labor Code §2699(i), the PAGA Payment shall be allocated \$12,000.00 (75%) to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties and \$4,000.00 (25%) will be paid to the PAGA Members. (Agreement at ¶ V(C)(4).) Subject to Court approval, \$5,000 will be paid for settlement of claims made under the Fair Credit Reporting Act, Investigative Consumer Reporting Agency

³ Plaintiff will address the reasonableness of this award when filing their final approval papers, including the enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App. 4th 1251 (2015) and *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785 (2009).

Act, and Consumer Credit Report Agencies Act, and paid to the Credit Report Claim Participants. (Agreement at ¶ V(C)(5).)

Risks of Continued Litigation and Standards for Approval

22. Plaintiff and Class Counsel recognize the expense involved in continuing to litigate and ultimately trying the Action against Defendant through possible appeals which could take several years. Class Counsel have also considered the uncertain outcome and risk of litigation, especially in complex actions such as the one here. Class Counsel are also mindful of, and recognize, the inherent problems of proof under, and asserted defenses to, the claims asserted in the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement is in the best interest of the Class Members.

23. Here, a number of defenses asserted by Defendant presented serious threats to the claims of the Plaintiff and the other Class Members. Defendant asserted that the employment practices complied with all applicable Labor Laws and with the FCRA, the ICRAA, and the CCRAA.

24. Here, several defenses asserted by Defendant presented serious threats to the claims of the Plaintiff and the other Class Members. For instance, Defendant asserted that the employment practices complied with all applicable Labor Laws and with the FCRA, the ICRAA, and the CCRAA. Specifically, Defendant argued that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012) weakened, if not eliminated, Plaintiff's claims on liability, value, and class certifiability as to the meal and rest period claims. Before and during the mediation, Defendant argued that they adopted and strictly enforced lawful policies and afforded Plaintiff and the Class Members compliant meal and rest breaks, and that employees like the Plaintiff *chose* not to take compliant breaks. Defendant argued, therefore, that under the *Brinker* decision they have no liability for the missed breaks whatsoever. As to the FCRA claim, Defendant argued that the Plaintiffs' FCRA claim was not viable under the United States Supreme Court decision in *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016). Some district courts have ruled that a disclosure form that contains other information—for instance, a liability waiver—does not violate the FCRA. E.g., *Smith v. Waverly Partners, LLC*, 2012 U.S. Dist. LEXIS 119403, 2012 WL 3645324, at *6 (W.D.N.C.

1 Aug. 23, 2012); *Burghy v. Dayton Racquet Club, Inc.*, 695 F. Supp. 2d 689, 699 (S.D. Ohio 2010).
2 Finally, the court may find remitter/reduction of the statutory damages appropriate. See e.g.
3 *Klingensmith v. Max & Erma's Restaurants, Inc.*, 2007 U.S. Dist. LEXIS 81029, 2007 WL 3118505,
4 at *5 (E.D. Pa. 2007). If successful, these defenses could eliminate or substantially reduce any
5 recovery to the Class. While Plaintiff believes that these defenses, and others, could be overcome,
6 Defendant maintains these defenses have merit and therefore present a serious risk to recovery for
7 the Class.

8 25. There was also a significant risk that, if the Action was not settled, Plaintiff would
9 be unable to obtain class certification and thereby not recover on behalf of any employee other than
10 himself. Defendant argued that the individual experience of each employee varied with respect to
11 the alleged claims. While other cases have approved class certification of wage and hour claims,
12 class certification in this action would have been hotly disputed and was not a foregone conclusion.
13 Even if class certification was successful, as demonstrated by the California Supreme Court
14 decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles
15 to overcome for a class-wide recovery even where the class has been certified.

16 26. Finally, Plaintiff's expert calculated that Defendant could be liable for PAGA
17 penalties in an amount of \$2,837,850.00. However, Courts have considerable discretion to reduce
18 the penalty award. Some trial courts have awarded no civil penalties, even when Labor Code
19 violations are established. See *In re Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)
20 (affirming an award of \$0 in PAGA penalties in a wage and hour class action). To recover any
21 PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code
22 violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D.
23 Cal. 2011) Here, Plaintiff would need to prove that each PAGA Member suffered a violation for
24 each pay period the employee worked. Again, Defendant raised several defenses that presented
25 serious threats to the claims of the Plaintiff and the PAGA Members. In all, Plaintiff's PAGA
26 liability exposure is hotly contested. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
27 illustrates the risk of PAGA claims. In *Carrington*, while the plaintiff prevailed on his PAGA claim
28 upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the

1 employer's good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of
2 Appeal found such reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after
3 Plaintiff prevailed at trial, and even then, the PAGA penalties were reduced by 90%.

4 27. Plaintiff will apply to the Court for an incentive payment in consideration for his
5 service, his broad release, and for the risks undertaken on behalf of the Class. (Agreement at ¶
6 V(C)(3).) Plaintiff performed his duties admirably by working with Class Counsel. At this stage,
7 the requested Plaintiff's service payment is well within the accepted range of awards for purposes
8 of preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386
9 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v.*
10 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000
11 service award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007
12 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
13 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
14 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
15 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. 2007)
16 (awarding \$25,000 service award in overtime class action and a pool of \$100,000.00 in
17 enhancements). As explained in *Glass v. UBS Financial Services, Inc.*, service awards are routinely
18 awarded to class representatives to compensate the employees for the time and effort expended on
19 the case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and
20 to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-
21 17.

22 28. The stage of the proceedings at which this Settlement was reached supports
23 preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted
24 a thorough investigation into the facts of the class action, including before this action was filed.
25 Prior to the mediation, Class Counsel performed significant review and analysis of Defendant's
26 documents, time records and pay records. Class Counsel engaged in a thorough research and
27 analysis of the relevant claims and data. Class Counsel are experienced with the claims at issue
28 here, as Class Counsel previously litigated and settled similar claims in numerous other actions.

1 Accordingly, the Settlement did not occur until Class Counsel possessed sufficient information to
2 make an informed judgment regarding the likelihood of success on the merits and results that could
3 be obtained through further litigation.

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

11 **Class Certification Issues**

12 30. Plaintiff contends that the proposed Settlement meets all the requirements for class
13 certification under the California Code of Civil Procedure section 382 as demonstrated below, and
14 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
15 should conditionally certify the Class for settlement purposes only, defined as follows:

16 The “Class” or “Class Members” includes the following sub-classes:

17 **“All individuals who are or previously were employed by Defendant in California and**
18 **classified as non-exempt employees at any time beginning September 23, 2016 and**
19 **ending February 28, 2022 (the “Wage and Hour Class” or “Wage and Hour Class**
20 **Member(s)).”**

21 **“All employees or prospective employees of Defendant in California who executed**
22 **Defendant’s standard background check disclosure and authorization form at any**
23 **time beginning September 23, 2018 and ending on February 28, 2022 (the**
24 **“FCRA/ICRAA Class” or “FCRA/ICRAA Class Member(s)).”**

25 **“All persons in California who executed Defendant’s standard background check**
26 **disclosure and authorization form in connection with prospective employment at any**
27 **time beginning September 23, 2018 and ending on February 28, 2022 (the “CCRAA**
28 **Class” or “CCRAA Class Member(s)). (Agreement at ¶ II(C).)**

29 The Parties estimate that there are 10,919 workweeks worked by 176 Wage and Hour Class
30 Members during the Class Period and 46 FCRA/ICRAA Class Members and CCRAA Class
31 Members during the FCRA/ICRAA or CCRAA Credit Report Class Periods. (Agreement at ¶
32 VIII(P).)

- 1 a. **Numerosity** – Here, the approximately 176 current and former non-exempt
2 employees that comprise the Class can be identified based on Defendant’s
3 records and are sufficiently numerous for class certification.
- 4 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions
5 of law and fact are present. Specifically: (i) whether Defendant failed to pay
6 Class Members for all hours worked; (ii) whether Defendant failed to provide
7 meal and rest periods to Class Members; (iii) whether Defendant failed to timely
8 furnish accurate, itemized and legal wage statements; (iv) whether Defendant
9 subjected Class Members to unfair business practices; (v) whether Defendant’s
10 authorization and consent forms complied with the FCRA; and (vi) whether
11 Defendant are liable for attorneys’ fees and costs.
- 12 c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement
13 is fully satisfied. The Plaintiff, like every other member of the Class was
14 employed by Defendant and is a member of the Class. Plaintiff was subject to
15 the same employment practices concerning the meal and rest periods and
16 received similar wage statements. Plaintiff was also subject to Defendant’s
17 allegedly unlawful background checks. Thus, the claims of the Plaintiff and the
18 Class Members arise from the same course of conduct by the Defendant, involve
19 the same employment policies, and are based on the same legal theories.
- 20 d. **Adequacy** – Plaintiff contends that the Class Members are adequately
21 represented here because Plaintiff and representing counsel (a) do not have any
22 conflicts of interest with other class members, and (b) will prosecute the case
23 vigorously on behalf of the class (*See Hanlon* 150 F.3d at 1020). These
24 requirements are met here. First, Plaintiff is well aware of his duties as the
25 representative of the Class and has actively participated in the prosecution of this
26 case to date. He effectively communicated with counsel, provided documents to
27 counsel and participated in discovery, investigation and negotiations in the
28 Action. Second, Plaintiff retained competent counsel who are experienced in

1 employment class actions. Third, there is no antagonism between the interests
2 of the Plaintiff and those of the Class. Both the Plaintiff and the Class Members
3 seek monetary relief under the same set of facts and legal theories.

4 31. Class Counsel are experienced in prosecuting class action lawsuits and can
5 competently represent the Class. Attorneys from both Class Counsel's firms have extensive class
6 litigation experience, handling a number of class action and complex commercial cases and have
7 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
8 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
9 and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as
10 class counsel in over two hundred class action matters, including many wage and hour class actions.
11 Class Counsel has been found to be adequate counsel by the courts throughout California. A true
12 and correct copy of the resumes of the firms comprising Class Counsel are attached hereto as Exhibit
13 #2 and the concurrently filed Declaration of Jean-Claude Lapuyade. Class Counsel have been
14 approved as experienced class counsel in both state and federal courts in California in contested
15 class certification proceedings. Thus, the adequacy requirement is satisfied.

16 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
17 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
18 A to the Agreement). The Class Notice will include, among other information: (i) information
19 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
20 information to the Class Members regarding how to opt out and how to object to the Settlement;
21 (iv) the estimated settlement payment for each of the Class Members; (v) the amount of attorneys'
22 fees and litigation expenses to be sought; (vi) the amount of the Plaintiffs' service award request;
23 (vii) the amount being paid to the LWDA; and (viii) the administration fees to be paid to the
24 Settlement Administrator. The Class Notice will state that the Class Members shall have forty-five
25 (45) days from the date that the Class Notice is mailed to them to request exclusion or to submit an
26 objection. (Agreement at Exhibit 1). The Class Members will be given an opportunity to object to
27 the terms of the Agreement and/or the request for attorneys' fees and costs and to participate at the
28 final approval hearing. (Agreement at Exhibit 1). Class Members will be instructed to only contact

the Settlement Administrator and Class Counsel and not the Court. (Agreement at Exhibit 1). Class Members who do not opt out will automatically receive a settlement payment. This notice program was designed to meaningfully reach the Class Members and advises them of all pertinent information concerning the settlement. The mailing and distribution of the Class Notice satisfies the requirements of due process, and is the best notice practicable under the circumstances and constitutes due and sufficient notice to all persons entitled thereto. The Class Notice provides information on the terms and provisions of the settlement; the benefits that the settlement provides for Class Members; the date, time and place of the final settlement approval hearing; and the procedure and deadline for submitting comments, objections, and requests for exclusion. The Class Notice complies with Rules of Court 3.766 and 3.769(f).

Additional Issues

33. **Average Class Member Payment** – Should the Court approve the above distributions, the Net Settlement Amount is estimated to be \$159,166.67, which means that the average payment to a Class Members is approximately \$904.35.

34. **Right to Reject Settlement** – The Settlement provides that Defendant can void the agreement if five percent (5%) or more of the Class Members opt out.

35. **National Change of Address** – The Settlement Administrator is required to perform a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mail the Class Notice Packet to the Class Member's new address under paragraph IV(C)(3) of the Class Action Settlement Agreement.

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

- a. Sample data showing the employees, their employment dates, their time sheets, hourly rates, and their wages.
- b. Sample data showing time records including punch-in and punch-out times.
- c. Sample data showing pay records.
- d. Sample data concerning recorded meal periods.

- e. Defendant's Employee Handbook for the relevant time period, which outlined the wage and hour policies of Defendant.
- f. Employee file of Plaintiff.
- g. Samples of wage statements provided by Defendant to employees.
- h. Sample payroll data.
- i. Hiring and termination forms used by Defendant for employees.

37. **Valuation of Damages** – For the Class, Plaintiff estimates that Defendant were subject to maximum liability for damages in the amount of \$731,075.00 consisting of \$14,785 for unpaid wages, \$708,673 for rest periods, and \$97,370 for meal periods. In addition, Plaintiff's expert calculated \$293,146 in waiting time penalties and \$264,900 for wage statement penalties.⁴ Finally, Plaintiff's expert calculated that Defendants could be liable for PAGA penalties in an amount of \$703,200.00.⁵ Consequently, the Settlement of \$325,000 represents approximately 44.4% of the maximum estimated *damages*, and 25.2% of the maximum combination of damages and penalties to the Class, assuming these amounts could be proved at trial (excluding PAGA Penalties).

a. Minimum and Overtime Wages - The allegation of unpaid wages in this case, including minimum and overtime wages, is based on a theory that

⁴ While Plaintiff alleged claims for statutory penalties, they recognize that this claim is subject to various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and various PAGA penalties are also subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on claim for failure to provide accurate itemized wage statements "because a good faith dispute exists... [therefore, defendant] was not 'knowing and intentional' in failing to provide [Section 226] statements").)

⁵ Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by Defendants, including that Class Members may not be able to recover subsequent penalties until, at a minimum, Plaintiff provided PAGA notice. (*See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a "violation" subject to penalties.")) In addition, Plaintiff recognizes that PAGA claims bear some risk. (*See Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018).) In *Carrington*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. (*Id.* at 517.)

1 Defendant failed to pay for time in which employees were required to answer
2 phone calls while off the clock and failed to include bonuses in the regular
3 rate of pay for purposes of overtime pay. According to the data received, the
4 potential damages were estimated to be \$14,785.00.

5 **b. Meal and Rest Period Damages** – Meal and rest break premiums were
6 calculated as 1 hour of wages for each violation. Plaintiff calculated the
7 potential maximum value of the meal and rest break damages to be
8 \$806,043.00. The allegation of unpaid meal break and rest break premiums
9 in this case is based on a theory that Class Members were unable to take a
10 compliant break on a consistent basis. Defendant presented significant
11 defenses to this claim, as discussed in detail above.

12 **c. Waiting Time and Wage Statement Penalties** – The California Supreme
13 Court recently issued a decision in *Naranjo v. Spectrum Security Services,*
14 *Inc.* (2022) 13 Cal.5th 93, in which the Court concluded that meal premiums
15 are “wages,” thus entitling Plaintiff and Class Members to derivative waiting
16 time and wage statement penalties for Defendant’s meal and rest period
17 violations. Accordingly, Plaintiff’s expert calculated \$293,146.00 in waiting
18 time penalties and \$264,900.00 for wage statement penalties. Because the
19 instant case relies largely on meal break and rest break violations, the Section
20 203 and 226 penalties were far from guaranteed.

21 **d. PAGA Penalties** PAGA penalty calculations are highly variable. Class
22 Counsel is unaware of any PAGA judgment in which substantial PAGA
23 penalties were awarded at the full statutory rate, rather, the PAGA judgments
24 have typically decreased the amount of the per violation penalty to a fraction
25 of the statutory amount. Without reducing or mitigating the PAGA penalties,
26 Plaintiff calculated that the potential PAGA penalties at the maximum rate
27 of \$2,837,850.00. Though these PAGA penalty amounts were duplicative
28 and were likely not awardable at the maximum rate, there is an additional

1 basis for concluding that the settlement in this case is reasonable even with
2 PAGA penalties in this amount. Specifically, PAGA penalties are not
3 seriously valued by employers for purposes of settlement. This is true
4 because PAGA penalty claims are routinely settled at a small fraction of the
5 potential penalties. For example, Judge Nelson in Price v. Uber
6 Technologies, (Los Angeles Superior Court case no. BC554512), recently
7 approved a PAGA settlement of \$7.75 million for 1.5 million drivers where
8 the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties
9 were settled for 0.005% of the PAGA liability. Notably, this was the largest
10 PAGA settlement in the 15-year history of PAGA. So while PAGA penalty
11 figures may be inflated to significant numbers, realistic settlements of PAGA
12 claims result in a settlement amount of less than 1% of the PAGA liability.

13 **e. Notice to LWDA.** On November 15, 2022 at the time this motion was
14 submitted for filing, I submitted a copy of the fully executed settlement
15 agreement to the LWDA through their online filing system, and received an
16 email confirming the submission of the proposed settlement. (See Exhibit
17 3.)

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct. Executed this 15th day of November, 2022, at San Diego, California.

20
21 By: 
22 Shani O. Zakay
23
24
25
26
27
28

EXHIBIT 1

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2 Norman B. Blumenthal (SBN 068687)
3 2255 Calle Clara
4 La Jolla, CA 92037
5 Telephone: (858) 551-1223
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7 Attorneys for Plaintiff
8 NORMAN RESPASS

9 ZAKAY LAW GROUP, APLC
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11 5440 Morehouse Drive, Suite 3600
12 San Diego, CA 92131
13 Telephone: (619) 255 9047
14 Email: jackland@zakaylaw.com

15 Attorneys for Plaintiff
16 NORMAN RESPASS

17 Additional Counsel on next page

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **IN AND FOR THE COUNTY OF SACRAMENTO**

20 NORMAN RESPASS, an individual, on behalf
21 of himself, and on behalf of all persons
22 similarly situated,

23 Plaintiffs,

24 v.

25 THE SCION GROUP LLC, a Limited Liability
26 Company; and DOES 1 through 50, inclusive,

27 Defendants.

Case No. 34-2020-00285285

[Assigned to Department 37 for Case
Management Program]

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: 09/23/2020

Trial Date: Not set

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8 Attorneys for Plaintiff

9 Norman Respass

10 JACKSON LEWIS P.C.

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13 Los Angeles, CA 90017

14 Telephone: (213) 689-0404

15 Email: Chad.Bernard@jacksonlewis.com

16 Attorneys for Defendant

17 The Scion Group, LLC

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Joint Stipulation,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Norman Respass
4 (“Plaintiff” or “Class Representative”) and Defendant The Scion Group LLC, (“Defendant”).
5 Subject to the approval of the Court, the above-referenced action is being compromised and settled
6 under the terms and conditions set forth herein.

7 **I. RECITALS**

8 A. On September 23, 2020, Plaintiff filed a Complaint against Defendant in the
9 Superior Court of California for the County of Sacramento. On November 18, 2020, Defendant
10 removed the action to the United States District Court for the Eastern District of California.
11 Through the Action, Plaintiff asserts thirteen (13) causes of action across five (5) sub classes on
12 behalf of himself, and on behalf of all persons similarly situated: (1) Unfair Competition in
13 Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages in
14 Violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1; (3) Failure to Pay Overtime Wages in
15 Violation of Cal. Lab. Code §§ 510, et seq.; (4) Failure to Provide Required Meal Periods in
16 Violation of Cal. Lab. Code §§ 226.7 and 5.12 and the applicable IWC Wage Order; (5) Failure
17 to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 5.12 and the
18 applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of
19 Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§
20 201, 202 and 203; (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal.
21 Lab. Code § 2802; (9) Violation of Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, et seq.,
22 for Failure to Make Proper Disclosures; (10) Violation of FCRA, 15 U.S.C. § 1681 et seq., for
23 Failure to Obtain Proper Authorization; (11) Violation of the Investigative Consumer Reporting
24 Agencies Act, Cal. Civ. Code § 1786, et seq., for Failure to Make Proper Disclosures; (12)
25 Violation of the Consumer Credit Reporting Agencies Act, Labor Code §§ 2698, et seq., for Failure
26 to Obtain Proper Disclosures; (13) Violation of the Private Attorneys General Act (“PAGA”),
27 Labor Code §§ 2698 et seq.

28 ///

1 B. Defendant denies all material allegations set forth in the Action, defined below,
2 and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding
3 further litigation, Defendant desires to fully and finally settle the Action and Released Claims.

4 C. Class Counsel diligently investigated the proposed Class Members' claims
5 against Defendant in the Action, including any and all applicable defenses and the applicable
6 law, and undertook review and analysis of a volume of documents and data obtained from
7 Defendant and other sources.

8 D. On June 22, 2021, the Parties participated in mediation before Jeffrey Krivis (the
9 "Mediator"), a respected mediator of complex wage and hour actions. Although the Parties were
10 not able to reach a settlement on the day of mediation, the Parties continued to negotiate mutually
11 agreeable terms of settlement over several months. The settlement discussions were conducted
12 at arm's-length, and the Settlement is the result of an informed and detailed analysis of
13 Defendant's potential liability of total exposure in relation to the costs and risks associated with
14 continued litigation. Based on the documents produced, as well as Class Counsel's own
15 independent investigation and evaluation, and the Mediator's efforts, Class Counsel believes that
16 the Settlement with Defendant for the consideration and on the terms set forth in this Settlement
17 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in
18 light of all known facts and circumstances, including the risk of significant delay and uncertainty
19 associated with litigation and various defenses asserted by Defendant.

20 E. To effectuate the settlement, the parties have agreed to stipulate to remand the
21 action to state court for approval of the settlement. That stipulation will occur once the parties
22 have executed this Settlement Agreement.

23 F. This Settlement Agreement is made and entered into by and between Plaintiff,
24 individually, and on behalf of all others similarly situated, and Defendant, and is subject to the
25 terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge
26 that this Settlement Agreement is entered into solely for the purpose of compromising
27 significantly disputed claims and that nothing herein is an admission of liability or wrongdoing
28 by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force

1 or effect, and the Parties shall be returned to their original respective positions.

2 **II. DEFINITIONS**

3 To the extent terms or phrases used in this Joint Stipulation are not specifically defined
4 below, but are defined elsewhere in this Joint Stipulation, they are incorporated herein by
5 reference.

6 A. "Action" or "Lawsuit" means the action entitled *Norman Respass v. The Scion*
7 *Group LLC*, United States District Court for the Eastern District of California, Case No. 2:20-CV-
8 02307, which will be remanded via stipulation once this agreement is signed by all Parties and
9 their counsel. The anticipated state court case will be *Norman Respass v. The Scion Group LLC*,
10 Superior Court of California, Sacramento County Case No. 34-2020-00285285.

11 B. "Attorneys' Fees" and "Litigation Cost" mean the amount awarded to Class
12 Counsel to compensate them for their fees and expenses, including their pre-filing investigation,
13 their filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement
14 compliance procedures. Subject to Court approval, the Class Counsel Attorneys' Fees Payment
15 shall be an amount not to exceed 1/3 of the Gross Settlement Amount, (currently ONE HUNDRED
16 AND EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-
17 THREE CENTS (\$108,333.33)). Subject to Court approval, Class Counsel's Litigation Costs shall
18 be an amount not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000).

19 C. "Class" or "Class Member(s)" includes the following sub-classes:

20 i. All individuals who are or previously were employed by Defendant in California
21 and classified as non-exempt employees at any time beginning September 23, 2016
22 and ending February 28, 2022. (the "Wage and Hour Class" or "Wage and Hour
23 Class Member(s)").

24 ii. All employees or prospective employees of Defendant in California who
25 executed Defendant's standard background check disclosure and authorization
26 form at any time beginning September 23, 2018 and ending on February 28, 2022
27 (the "FCRA/ICRAA Class" or "FCRA/ICRAA Class Member(s)").

28 iii. All persons in California who executed Defendant's standard background check

1 disclosure and authorization form in connection with prospective employment at
2 any time beginning September 23, 2018 and ending on February 28, 2022 (the
3 “CCRAA Class” or “CCRAA Class Member(s)”).

4 D. “Class Counsel” means: Kyle R. Nordrehaug of Blumenthal, Nordrehaug &
5 Bhowmik LLP; Shani O. Zakay of Zakay Law Group, APLC; and Jean-Claude Lapuyade of JCL
6 Law Firm.

7 E. “Credit Report(s)” means Defendant’s standard background check disclosure and
8 authorization form issued to employees or applicants for employment at any time beginning
9 September 23, 2018 and ending on February 28, 2022.

10 F. “Credit Report Claim Participant(s)” means all FCRA/ICRAA Class Members and
11 CCRAA Class Members who do not timely opt out of the settlement by submitting a proper
12 Request for Exclusion.

13 G. “Credit Report Claim Class Settlement Payment” means payments to Credit Report
14 Claim Participants the that are structured as follows: Any Credit Report Claim Participant who has
15 a claim from September 23, 2018 to February 28, 2022 will receive \$5,000.00 on a pro rata basis
16 by dividing that amount by the number of class members with claims from September 23, 2018 to
17 February 28, 2022.

18 H. “Defendant’s Counsel” or “Defense Counsel” means Chad D. Bernard and Trey
19 Sims of Jackson Lewis, P.C.

20 I. “Wage and Hour Class Period” means the period of time from September 23, 2016
21 through February 28, 2022.

22 J. “FCRA/ICRAA Class Period” means the period of time from September 23, 2018
23 through February 28, 2022.

24 K. “CCRAA Credit Report Class Period” means the period of time from September
25 23, 2018 through February 28, 2022.

26 L. “Complaint” means the Class Action Complaint filed on September 23, 2020 in the
27 Superior Court of the State of California in and for the County of Sacramento, or any subsequently
28 amended complaint filed thereafter in the Action.

1 M. "Court" means the Superior Court of the State of California for the County of
2 Sacramento.

3 N. "Effective Date" means the date when all of the following events have occurred:
4 (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant's
5 Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the
6 Notice of Class Action Settlement has been given to the putative members of the Settlement Class,
7 providing them with an opportunity to object to the terms of this Stipulation of Settlement or opt
8 out of the settlement; (4) the Court has held a formal fairness hearing and entered a final Order
9 and Judgment certifying the Settlement Class, dismissing the Action with prejudice, and approving
10 the Stipulation of Settlement; (5) 65 calendar days have passed since the Court has entered a final
11 Order and Judgment certifying the Settlement Class, entering judgment, and approving the
12 Stipulation of Settlement; and (6) in the event there are written objections filed prior to the final
13 fairness hearing which are not later withdrawn or denied, the later of the following events: five
14 business days after the period for filing any appeal, writ or other appellate proceeding opposing
15 the Court's final Order approving the Stipulation of Settlement has elapsed without any appeal,
16 writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate
17 proceeding opposing the Court's final Order approving the Stipulation of Settlement has been
18 filed, five business days after any appeal, writ or other appellate proceedings opposing the
19 Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue
20 further remedies or relief.

21 O. "Final Approval" means the Court's entry of the Final Approval Order and
22 Judgment.

23 P. "Final Approval Hearing" means the final hearing held to ascertain the fairness,
24 reasonableness, and adequacy of the Joint Stipulation, at which time the Court will enter its order
25 granting final approval of the Joint Stipulation.

26 Q. "Final Approval Order and Judgment" means the order certifying the Settlement
27 Class, granting final approval of the Settlement, and entering judgment based thereon, after the
28 Court has determined that the Settlement is fair, adequate, and reasonable to the Settlement Class,

1 following notice to the Class and a hearing on the fairness of the Settlement.

2 R. "Gross Settlement Amount" means the amount of THREE HUNDRED TWENTY
3 FIVE THOUSAND DOLLARS AND ZERO CENTS (\$325,000.00), that Defendant will pay to
4 resolve this Action. The Gross Settlement Amount includes Individual Settlement Shares
5 (exclusive of employer's and employee's share of taxes, contributions, and withholdings with
6 respect to the wages portion of Individual Settlement Shares); incentive payment to Plaintiff; Class
7 Counsel's Attorneys' Fees and Litigation Costs; PAGA Settlement, Credit Report Claim Class
8 Settlement Payment, and Settlement Administration Costs. Defendant shall pay the employer's
9 share of taxes for the settlement. The Gross Settlement Amount is non-reversionary.

10 S. "LWDA" means The State of California Labor and Workforce Development
11 Agency.

12 T. "LWDA Payment" means \$12,000 (75% of the \$16,000 payment allocated to
13 PAGA penalties) allocated to the settlement of PAGA claims which, subject to Court approval,
14 will be paid to the LWDA.

15 U. "Net Settlement Amount" means the Gross Settlement Amount less the Settlement
16 Administration Costs, Attorneys' Fees and Litigation Costs to Class Counsel, and incentive
17 payment to Plaintiff.

18 V. "Notice of Class Action Settlement" or "Class Notice" means the proposed notice
19 to be mailed to the Class, in substantially the same form as attached "**Exhibit A**," as set forth in
20 Section IV.C of this Joint Stipulation and as mutually agreed upon by the Parties and approved by
21 the Court.

22 W. "Opt Out Request" means a request by a Class Member to opt out of this Settlement,
23 and by which a Class Member excludes himself or herself from participating in, receiving any
24 payment from, and being bound by, the terms of this Settlement through the procedures set forth
25 in Section IV.D of this Joint Stipulation. Members of the PAGA group are not permitted to opt-
26 out of the PAGA Settlement.

27 X. "PAGA" means the California Private Attorneys General Act of 2004, which is
28 codified in California Labor Code §§ 2698 et seq.

1 Y. “PAGA Group” means all hourly-paid or non-exempt employees who worked for
2 Defendant in the State of California from September 23, 2019 through the date of this Court’s
3 preliminary Approval of the Settlement.

4 Z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
5 allocated to the resolution of Class Members’ claims arising under PAGA. The Parties have agreed
6 that the PAGA Settlement Amount is SIXTEEN THOUSAND DOLLARS (\$16,000), subject to
7 Court approval. Of the PAGA Settlement Amount, 75% (\$12,000) will be considered the LWDA
8 Payment, and the remaining 25% (\$4,000) will be distributed to each PAGA Group member on a
9 pro-rated basis based on the number of pay period he/she worked for Defendant during the PAGA
10 Period compared to the total number of pay periods worked by all PAGA Group members.

11 AA. “Parties” means Plaintiff and Defendant collectively, who are individually referred
12 to as “Party.”

13 BB. “Preliminary Approval” means the order by the Court preliminarily approving this
14 Joint Stipulation.

15 CC. “Preliminary Approval Hearing” means the hearing held on the motion for
16 preliminary approval of the Joint Stipulation.

17 DD. “Released Wage and Hour Claims” means any and all claims for wages, damages,
18 unpaid costs, penalties (excluding PAGA penalties), liquidated damages, interest, attorney fees,
19 litigation costs, restitution, or equitable relief, which Plaintiff and all Wage and Hour Class
20 Members had, or may claim to have, against any of the Released Parties, arising during the Wage
21 and Hour Class Period, that were pled or that could have been pled based on the factual allegations
22 set forth in the Complaint, including but not limited to: claims for minimum wage violations;
23 failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period
24 violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties;
25 and unfair competition.

26 EE. “Released Credit Reporting Claims” means any and all claims for damages, unpaid
27 costs, penalties (excluding PAGA penalties), liquidated damages, interest, attorney fees, litigation
28 costs, restitution, or equitable relief, which Plaintiff and all FCRA and/or CCRAA Class Members

1 had, or may claim to have, against any of the Released Parties, arising during the FCRA and/or
2 CCRAA Class Periods, that were pled or that could have been pled based on the factual allegations
3 set forth in the Complaint including but not limited to: claims for violations of the Fair Credit
4 Reporting Act (15 U.S.C. § 1681, *et seq.*), the Investigative Consumer Reporting Agencies Act
5 (Cal. Civ. Code § 1785, *et seq.*), the Consumer Credit Reporting Agencies Act (Cal. Civ. Code
6 1785, *et seq.*).

7 FF. “Released PAGA Claims” means any and all claims for PAGA penalties, interest,
8 attorney fees, litigation costs, which Plaintiff and all PAGA Members had, or may claim to have,
9 against any of the Released Parties, arising during the PAGA Period, that were pled in the
10 Complaint and in Plaintiff notice to the LWDA, including but not limited to: claims for claims for
11 PAGA based on the foregoing Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210,
12 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, and Labor Code §§ 2698-2699.5).

13 GG. “Released Parties” means Defendant and all of its officers, directors, shareholders,
14 managers, investors, employees, agents, insurers, principals, heirs, representatives, accountants,
15 consultants parent companies, affiliates, subsidiaries, successors, and assigns.

16 HH. “Response Deadline” means the date that is forty-five (45) calendar days after the
17 date the Class Notice is mailed to the Class Members, which will be the deadline for Class
18 Members to submit Opt Out Requests, Workweeks Disputes, or objections to the Settlement.

19 II. “Settlement Class Members” means Class Members who do not validly request
20 exclusion from (i.e., opt out of) the Settlement.

21 JJ. “Settlement Administrator” means ILYM Group, Inc.

22 KK. “Settlement Administration Costs” means all fees, costs, and expenses relating to
23 the administration of the settlement in this Action, including without limitation, translating,
24 printing, and mailing the Class Notice, calculating and determining settlement payments, regularly
25 updating counsel for the Parties on the status of administration of the Settlement, and the
26 accounting and maintenance of the Settlement Fund Account.

27 LL. “Settlement Fund Account” means the bank account established under this Joint
28 Stipulation from which all monies payable under this Joint Stipulation will be paid, as set forth

1 herein.

2 MM. "Workweeks" means the number of weeks worked by Wage and Hour Class
3 Members during the Wage and Hour Class Period according to Defendant's payroll records, with
4 any partial weeks excluded from the calculations. Workweeks will be calculated by the Settlement
5 Administrator for each Wage and Hour Class Member, using each Wage and Hour Class Member's
6 start and end dates of employment to determine the number of days the Class Member was
7 employed by Defendant within the Wage and Hour Class Period, and dividing the total days by
8 seven (7). Defendant's Workweek data will be presumed to be correct, unless a particular Wage
9 and Hour Class Member proves otherwise to the Settlement Administrator by credible, written
10 evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator
11 and the Settlement Administrator's decision on all Workweeks Disputes will be final and non-
12 appealable.

13 NN. "Workweeks Dispute(s)" means the submission by a Class Member to the
14 Settlement Administrator to dispute the number of Workweeks credited to the Class Member.

15 **1. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

16 **A. Discovery, Investigation and Research.** The Parties engaged in extensive
17 investigation of the facts and law during the prosecution of the Action. The investigation included
18 the exchange of information through informal discovery. Specifically, it included, among other
19 things, the exchange of a volume of documents including Defendant's employment policies,
20 practices, and procedures and a sampling of Class Members' time and pay records. The Parties
21 also prepared for and attended a full-day mediation with Jeffrey Krivis, a well-regarded mediator
22 experienced in mediating complex wage-and-hour matters. Counsel for the Parties also
23 investigated applicable law as applied to the facts in the case and potential defenses, and conducted
24 their own evaluations of the potential recoveries based on the claims in the Action.

25 **B. Allegations of Plaintiff and Benefits of Settlement.**

26 1. This Joint Stipulation was reached after arm's-length bargaining between the
27 Parties with the assistance of an experienced mediator, and after Class Counsel thoroughly
28 reviewed all available information. The information exchanged between the Parties allowed them

1 to assess the merits and to compromise the issues on a fair and equitable basis.

2 2. Plaintiff and Class Counsel contend the claims asserted in the Action have merit.
3 However, they acknowledge the expense and delay of continued litigation to prosecute the Action
4 through class certification, trial, and appeal. Plaintiff and Class Counsel have considered the
5 uncertain outcome and risk of litigation, and the difficulties and delays inherent in such litigation,
6 including, and not limited to, considering the risks associated with class certification, trial, and/or
7 appeals. Plaintiff and Class Counsel determined this Joint Stipulation confers substantial benefit
8 to the Class and is in the best interests of Plaintiff and Class Members.

9 **C. Defendant's Denials of Wrongdoing and Benefits of Settlement.** Defendant
10 generally denies all claims alleged in the Action and further denies class treatment is appropriate
11 for any purpose other than this Settlement. Defendant contends it complied with California and
12 other applicable law. It is Defendant's position that, if litigation continued, class certification would
13 be denied on all claims. Defendant concluded further litigation of the Action would be protracted
14 and expensive. Defendant further determined it is desirable that the Action be fully and finally
15 settled in the manner and upon the terms and conditions in this Joint Stipulation.

16 **IV. PROCEDURAL ISSUES**

17 **A. Preliminary Approval.** Class Counsel will submit this Joint Stipulation to the
18 Court with a motion for preliminary approval of this Settlement. Defendant will not oppose the
19 motion.

20 **B. Settlement Administrator.**

21 1. The third-party company known as ILYM Group, Inc. will act as Settlement
22 Administrator. The Settlement Administrator will be responsible for: (1) preparing, printing and
23 mailing simultaneously the Class Notice in substantially the same form as attached "**Exhibit A,**"
24 in English; (2) receiving and reviewing Opt Out Requests; (3) calculating workweeks and
25 payments under the Settlement; (4) handling inquiries from Class Members concerning the
26 Class Notice, including attempting to resolve disputes concerning Workweeks; (5) providing
27 weekly status reports to Defendant's Counsel and Class Counsel regarding the mailings and Opt
28 Out Requests; (6) distributing all payments under the Settlement, as well as payments to taxing

1 authorities as appropriate; (7) providing due diligence declarations for submission to the Court,
2 as needed; (8) printing and providing Settlement Class Members and Plaintiff with tax forms as
3 required under this Settlement Agreement and applicable law, and providing copies of same to
4 Defendant; and (9) such other tasks as the Parties mutually agree or the Court orders the
5 Settlement Administrator to perform.

6 2. The Parties each represent they do not have a financial interest in the Settlement
7 Administrator or otherwise have a relationship with the Settlement Administrator that creates
8 or could create a conflict of interest. Settlement Administration Costs are estimated not to exceed
9 SIX THOUSAND FIVE HUNDRED DOLLARS AND ZERO (\$6,500.00) and are to be paid from
10 the Gross Settlement Amount subject to approval by the Court.

11 C. **Notice to Class Members.** Class Members will be provided notice of the
12 Settlement ("Class Notice") in the following manner:

13 1. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will
14 provide the Settlement Administrator with the following information for each Class Member: (1)
15 full name; (2) last known mailing address and telephone number; (3) full Social Security number;
16 (4) for FCRAA/ICRAA Class Members and CCRAA Class Members, the date(s) an applicant or
17 employee of Defendant executed Defendant's Credit Report; and (4) for Wage and Hour Class
18 Members, the start and end dates of employment during the Wage and Hour Class Period ("Class
19 List"). This information will not be shared with Class Counsel. Any report required to provide to
20 Class Counsel will only include an identifying number for the employee and the settlement amount
21 owed.

22 2. Within fourteen (14) calendar days after the Settlement Administrator's receipt of
23 the Class List, the Settlement Administrator will format and mail the Class Notice to the Class
24 Members via first-class U.S. mail.

25 3. Prior to mailing the Class Notice to the Class, the Settlement Administrator will
26 perform a search based on the National Change of Address Database to update and correct the
27 Class Members' addresses, contained in the Class List, for any known or identifiable address
28 changes. It will be conclusively presumed that if the Class Notice has not been returned within

thirty (30) calendar days of mailing, that the Class Member received the Class Notice and all of its contents.

4. The Settlement Administrator will perform a skip-trace search and re-mail all Class Notices that are returned as undelivered on or before the Response Deadline, within seven (7) calendar days of receiving the returned Class Notice. If a new address is obtained after a Class Notice is returned as undeliverable, the Settlement Administrator shall promptly forward the original Notice Packet to the updated address via first-class U.S. mail, indicating the date of such re-mailing. A returned Class Notice will be forwarded only once by the Settlement Administrator. Upon completion of these steps by the Settlement Administrator, Defendant shall be deemed to have satisfied its obligation to provide notice of the Settlement to Class Members. Such persons shall be bound by all terms of the Joint Stipulation (including the release) and the Court's order granting final approval of the Settlement and judgment based thereon, unless they validly request exclusion from the Settlement.

5. Class Members shall have forty-five (45) calendar days from the date the Class Notice is first mailed (*i.e.*, the Response Deadline) to submitting an Opt Out Request, Workweeks Disputes, or objection to the Settlement. Unless a Class Member validly opts out of the Settlement, the Class Member will be bound by all terms of the Settlement Agreement (including the release of Released Claims) and the Court's order granting final approval of the Settlement and judgment based thereon.

D. Procedure to Opt Out of Settlement.

1. Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator an Opt Out Request, which shall be a written statement (as directed by the Class Notice) requesting exclusion from the Settlement Agreement (also referred to herein as "opt out"), and which must: (a) contain the full name, address, telephone number, last four (4) digits of the Social Security Number, and signature of the person requesting exclusion; (b) contain a clear statement indicating that the person wishes to exclude himself or herself from the Settlement, and referencing the Action by name and/or case number; and (c) be postmarked no later than the Response Deadline. Any Class Member who properly opts out of the Settlement

1 using this procedure will not be a member of the Settlement Class, will be barred from participating
2 in this Settlement, will be barred from objecting to this Settlement, and will receive no benefit
3 from this Settlement. PAGA Group members may not opt out of the PAGA portion of the
4 Settlement under any circumstances, and will be bound by the Released PAGA Claims and receive
5 their share of the PAGA Payment regardless of whether they opt out of the Settlement.

6 2. An Opt Out Request shall be deemed valid only if: (1) the Class Member has
7 provided his or her full name, address, and the last four digits of his or her Social Security Number
8 on the Opt Out Request; (2) the Class Member has completed, dated, and signed the Opt Out
9 Request; (3) the name and last four digits of the Social Security Number provided by the Class
10 Member on the Opt Out Request matches Defendant's records; and (4) the Opt Out Request is
11 postmarked on or before the Response Deadline.

12 3. Any Class Member who submits a timely and valid Opt Out Request will not be
13 entitled to recovery under the Settlement and will not be bound by the Settlement or the order
14 granting final approval of the Settlement and judgment based thereon, except as provided for
15 herein with respect to the PAGA Members. A Class Member who opts out of the Settlement does
16 not have the right to object, appeal, or comment on the Settlement. Class Members who do not
17 submit a timely and valid Opt Out Request shall be bound by all terms of the Settlement and the
18 order granting final approval of the Settlement and judgment based thereon.

19 4. The Settlement Administrator shall provide Defendant's Counsel and Class
20 Counsel with weekly updates about Class Members who submit Opt Out Requests.

21 5. PAGA Group members may not opt out of the PAGA portion of the Settlement
22 under any circumstances, and will be bound by the Released PAGA Claims and receive their share
23 of the PAGA Payment regardless of whether they opt out of the Settlement.

24 E. **Procedure to Object to Settlement.**

25 1. Any Class Member who seeks to object to the Settlement may do so by filing his
26 or her objection with the Court and/or submitting a copy of the objection on the Settlement
27 Administrator by mail. The objection must: (a) contain the objecting Class Member's full name,
28 address, telephone number, last four digits of his or her Social Security number, and signature; (b)

1 contain the words "Notice of Objection" or "Formal Objection"; (c) contain the case name and
2 number of the Action; (d) a clear and concise statement, including factual and legal arguments,
3 explaining his or her objection(s) to the Settlement; (e) contain a statement indicating whether or
4 not the Class Member is represented by counsel and identifying any such legal counsel; (f) contain
5 a statement indicating whether the Class Member intends to appear at the Final Approval Hearing
6 to present his or her objection(s); (g) list any witnesses the objecting Class Member may call to
7 testify at the Final Approval Hearing; and (h) be filed with the Court and/or submitted to the
8 Settlement Administrator no later than the Response Deadline. The date of the postmark on the
9 objection submission to the Settlement Administrator shall be the exclusive means used to
10 determine whether a Class Member has timely submitted his or her written objection on the
11 Settlement Administrator. Within three (3) business days of receiving any objection to the
12 Settlement, the Settlement Administrator shall provide copies of such objections to Class Counsel
13 and Defendant's Counsel. The Settlement Administrator shall also attach copies of such objections
14 to its declaration that is filed with the Court in advance of the Final Approval Hearing.

15 2. Plaintiff and/or Defendant may file a response to any objection(s) to the Settlement
16 no later than five (5) court days before the Final Approval Hearing.

17 3. Class Member may be heard at the Final Approval Hearing (whether individually
18 or through separate counsel) even if he or she has not filed a timely objection with the Court
19 and/or timely submitted it to the Settlement Administrator, but only with the Court's permission.

20 F. **Workweeks Disputes.** A Wage and Hour Class Member may dispute the accuracy
21 of the Workweeks credited to him or her in conformity with the instructions in the Class Notice
22 ("Workweeks Dispute"). Any such Workweeks Dispute must be in writing and must: (a) contain
23 the Wage and Hour Class Member's full name, address, telephone number, last four digits of his
24 or her Social Security number, and signature; (b) contain the case name and number of the Action;
25 (c) contain a clear statement explaining that he or she disputes the number of Workweeks credited
26 to him or her and what he or she contends is the correct number that should be credited to him or
27 her; (d) any documentation that he or she has to support the dispute; and (e) be mailed to the
28 Settlement Administrator, postmarked on or before the Response Deadline. The Settlement

1 Administrator shall provide copies of all Workweek Disputes to Class Counsel and Defendant's
2 Counsel within three (3) business days of receipt, and shall immediately attempt to resolve all such
3 disputes with the assistance of Defendant's Counsel and Class Counsel. In the event of a dispute,
4 Defendant's records regarding the number of Workweeks of the Wage and Hour Class Member
5 shall be presumed to be correct and the Wage and Hour Class Member will bear the burden of
6 proof (*i.e.* a Class Member who fails to provide written proof will have his or her challenge denied).
7 The Settlement Administrator shall investigate the challenge, requesting information from
8 Defendant as necessary and make the final determination of whether any additional amount is
9 owed. All Workweek Disputes will be resolved and decided by the Settlement Administrator and
10 the Settlement Administrator's decision on all Workweeks Disputes will be final and non-
11 appealable.

12 G. **Credit Report Claim Disputes.** An FCRA/ICRAA Class Member or CCRAA
13 Class Member may dispute the accuracy of the number of dates on which an applicant or employee
14 of Defendant executed Defendant's Credit Report credited to him or her in conformity with the
15 instructions in the Class Notice ("Credit Report Class Dispute(s)"). Any such Credit Report Class
16 Dispute must be in writing and must: (a) contain the FCRA/ICRAA Class Member's or CCRAA
17 Class Member's full name, address, telephone number, last four digits of his or her Social Security
18 number, and signature; (b) contain the case name and number of the Action; (c) contain a clear
19 statement explaining that he or she disputes the number of dates credited to him or her for
20 executing Defendant's Credit Report and what he or she contends is the correct number that should
21 be credited to him or her; (d) any documentation that he or she has to support the dispute; and (e)
22 be mailed to the Settlement Administrator, postmarked on or before the Response Deadline. The
23 Settlement Administrator shall provide copies of all Credit Report Class Disputes to Class Counsel
24 and Defendant's Counsel within three (3) business days of receipt, and shall immediately attempt
25 to resolve all such disputes with the assistance of Defendant's Counsel and Class Counsel. In the
26 event of a dispute, Defendant's records regarding the number of Credit Reports of the
27 FCRA/ICRAA Class Member or CCRAA Class Member shall be presumed to be correct and the
28 FCRA/ICRAA Class Member or CCRAA Class Member will bear the burden of proof (*i.e.* a

1 FCRA/ICRAA Class Member or CCRAA Class Member who fails to provide written proof will
2 have his or her challenge denied). The Settlement Administrator shall investigate the challenge,
3 requesting information from Defendant as necessary and make the final determination of whether
4 any additional amount is owed. All Credit Report Disputes will be resolved and decided by the
5 Settlement Administrator and the Settlement Administrator's decision on all Credit Report Class
6 Disputes will be final and non-appealable.

7 H. **Final Approval.**

8 1. At the Final Approval Hearing, Class Counsel will move the Court for an order
9 granting final approval of the Settlement and entry of judgment in accordance with the California
10 Rule of Court 3.769(h). Class Counsel will seek approval of the Settlement as being fair, reasonable,
11 and adequate to the Class Members. Class Counsel and Defendant's Counsel will submit to the Court
12 such pleading and/or evidence as required for the Court's determination. Class Counsel will also
13 submit a fee and cost application to be determined at the Final Approval Hearing.

14 2. The Final Approval Order and Judgment will, among other things: (a) find that the
15 dissemination of the Class Notice in the form and manner ordered by the Court was accomplished
16 as directed, met the requirements of due process, was the best notice practicable under the
17 circumstances, and constituted due and sufficient notice to all persons entitled thereto; (b) find that
18 the Class Representative and Class Counsel herein have fairly and adequately represented and
19 protected the interests of the Class at all times in the Action; (c) grant Final Approval to the
20 Settlement as fair, reasonable, adequate, in good faith, and in the best interests of the Class as a
21 whole, and order the Parties to carry out the provisions of this Settlement Agreement; (d) certify
22 the Settlement Class; (e) direct the Parties to implement the terms of the Settlement Agreement,
23 including, without limitation, the provisions regarding payments under the Settlement; (f) enter
24 judgment, adjudging that the Settlement Class Members are conclusively deemed to have released
25 the Released Parties from the Released Claims; (g) award Attorneys' Fees and Litigation Costs to
26 Class Counsel and an incentive payment to Class Representative in accordance with this Joint
27 Stipulation; and (h) reserving continuing jurisdiction as provided herein.

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1 3. After entry of the Final Approval Order and Judgment, the Court shall have
2 continuing and exclusive jurisdiction over the Action for purposes of: (i) administration and
3 consummation of the terms of this Settlement Agreement; (ii) enforcing, constructing, and
4 interpreting this Settlement Agreement; (iii) addressing such post-judgment matters as may be
5 appropriate under Court rules or applicable law; and (iv) enforcing, constructing, and interpreting
6 the Final Approval Order and Judgment, including, but not limited to, the provisions therein
7 enjoining any further litigation of Released Claims, and over Plaintiff and all Settlement Class
8 Members (and their attorneys and law firms) in connection therewith.

9 **V. SETTLEMENT TERMS**

10 A. **Gross Settlement Amount.** To settle the Action and the Released Claims under
11 the terms of this Settlement Agreement, Defendant will pay the maximum amount of THREE
12 HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$325,000.00) (*i.e.*,
13 the Gross Settlement Amount) as set forth above. Defendant will not be required to contribute
14 additional sums to fund the Settlement or otherwise resolve this Action and the Released Claims
15 except as provided for herein with respect to the employer's share of payroll taxes and with respect
16 to an increase in the workweek count. The Gross Settlement Amount is non-reversionary and
17 distribution will be on a non-claims-made basis. Defendant will pay the Gross Settlement Amount
18 within ten (10) calendar days of the Effective Date.

19 B. **Establishment of Settlement Fund.** Within five (5) calendar days of the Effective
20 Date, the Settlement Administrator will establish a Settlement Fund Account in a non-interest-
21 bearing transaction account at a FDIC-insured institution.

22 C. **Allocation of Settlement Proceeds.**

23 The Gross Settlement Amount is inclusive of and will be allocated as follows:

24 1. Class Counsel's Attorneys' Fees, as approved by the Court, in an amount not to
25 exceed 33.3% of the Gross Settlement Amount, currently ONE HUNDRED EIGHT THOUSAND
26 THREE HUNDRED THIRTY THREE DOLLARS AND THIRTY-THREE CENTS
27 (\$108,333.33.) The fees shall be detailed in Class Counsel's application for fees and costs in this
28 Action, to be heard at the time of Final Approval. Class Counsel is responsible for any and all

1 taxes associated with any payments to Class Counsel under this Settlement Agreement. In the
2 event that the Court reduces or does not approve the requested Class Counsel Attorney's fees,
3 Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain
4 binding.

5 2. Class Counsel's Litigation Costs and expenses, as approved by the Court, in an
6 amount not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000). The Litigation Costs
7 shall be detailed in Class Counsel's application for Attorneys' Fees and Litigation Costs in this
8 Action, to be heard at the time of Final Approval. Class Counsel will be issued an IRS Form 1099
9 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed
10 by the Court. Class Counsel is responsible for any and all taxes associated with any payments to
11 Class Counsel under this Settlement Agreement. In the event that the Court reduces or does not
12 approve the requested Class Counsel Litigation Costs, Class Counsel shall not have the right to
13 revoke this Settlement Agreement, and it will remain binding.

14 3. Incentive payment to Plaintiff, as approved by the Court, for his service on behalf
15 of the Class, in an amount not to exceed FIVE THOUSAND DOLLARS AND ZERO CENTS
16 (\$5,000.00.) This award will be in addition to Plaintiff's Settlement Award as a Settlement Class
17 Member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even
18 in the event that the Court reduces or does not approve the requested Incentive Payment to Plaintiff,
19 Plaintiff shall not have the right to revoke this Settlement, and it will remain binding. Plaintiff is
20 responsible for any and all taxes associated with this Service Award.

21 4. In consideration of claims made under PAGA, Class Counsel will request that the
22 Court approve allocation of SIXTEEN THOUSAND DOLLARS (\$16,000) of the Gross
23 Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the
24 California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five
25 percent (25%) will be paid to the Net Settlement Amount for distribution to PAGA Members.
26 Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of
27 the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named
28 Plaintiffs' PAGA claim in the Action, will not invalidate this Agreement.

1 5. In consideration of claims made under the Fair Credit Reporting Act, Investigative
2 Consumer Reporting Agency Act, and Consumer Credit Reporting Agencies Act, Class Counsel
3 will request that the Court approve allocation of FIVE THOUSAND DOLLARS (\$5,000.00) of
4 the Gross Settlement Amount to the Credit Report Claim Settlement Cash Payment. The entire
5 Credit Report Claim Class Settlement Payment will be paid out of the Gross Settlement Amount.
6 The Court's adjustment, if any, of the amount allocated to Credit Report Claim Participants in the
7 Action, will not invalidate this Agreement.

8 6. The Settlement Administration Costs, as approved by the Court, in an amount
9 estimated not to exceed SIX THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS
10 (\$6,500); and

11 7. The Net Settlement Amount, which is available for distribution to Settlement
12 Class Members, after deducting the amounts stated in subparagraph 1-5 of this Section.

13 D. **Distribution of Settlement Proceeds.**

14 1. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel
15 apprised of all distributions from the Settlement Fund Account. No person shall have any claim
16 against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator
17 based on distributions and payments made in accordance with this Settlement Agreement.

18 2. Within twenty-one (21) calendar days after the Effective Date, the Settlement
19 Administrator shall pay all Individual Settlement Payments to Settlement Class Members,
20 Attorneys' Fees and Litigation Costs to Class Counsel, incentive payment to Plaintiff, and
21 Settlement Administration Costs to itself, all as determined by the Court at the Final Approval
22 Hearing.

23 3. The Settlement Administrator will be responsible for calculating each Settlement
24 Class Member's share of the Net Settlement Amount ("Individual Settlement Share"), as follows:
25 The Net Settlement Amount will be divided by the total number of Workweeks worked by all of
26 the Settlement Class Members to yield a "Class Weekly Rate." Each Settlement Class Member's
27 respective number of Workweeks will be multiplied by the Class Weekly Rate, to yield his or her
28 respective Individual Settlement Share. Each Individual Settlement Share shall be allocated 25%

1 to wages (to be reported on IRS Form W-2), 75% to penalties and interest (to be reported on IRS
2 Form 1099, if applicable). Defendant will pay the employer's share of payroll taxes, and
3 contributions separately. Each Individual Settlement Share from the Credit Report Claim
4 Settlement Cash Payment shall be allocated 100% to penalties and interest (to be reported on IRS
5 Form 1099, if applicable). Each Individual Settlement Share from the PAGA Payment shall be
6 allocated 100% to penalties and interest (to be reported on IRS Form 1099, if applicable). Each
7 Settlement Class Member, including Plaintiff, will be responsible for the payment of their
8 employee share of payroll taxes. The portion of the Individual Settlement share attributable to
9 wages will be subject to the employees' share of payroll taxes, contributions, and withholdings.

10 4. The Settlement Administrator's determination of eligibility for, and the amounts
11 of, any settlement payments under this Settlement Agreement shall be conclusive, final, and
12 binding on all parties, including all Class Members.

13 5. Any settlement checks paid to Settlement Class Members will remain valid and
14 negotiable for one hundred eighty (180) calendar days from the date of their issuance after which
15 they will become stale ("Check Stale Date") and shall automatically be cancelled if not cashed or
16 deposited by Settlement Class Members within that time. Any funds remaining in the Settlement
17 Fund Account as a result of Settlement Class Members' failure to cash or deposit their checks by
18 the Check Stale Date, shall be transmitted in the names and respective amounts of the checks that
19 are cancelled, to the Controller of the State of California to be held pursuant to the Unclaimed
20 Property Law, California Civil Code section 1500 *et seq.*, for the benefit of those Settlement Class
21 Members whose checks were cancelled, until such time that they claim their property. Defendant
22 will not be required to pay any interest on said amount. The Parties agree that this disposition
23 results in no "unpaid residue" under California Code of Civil Procedure section 384, as the entire
24 Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash
25 or deposit their settlement checks.

26 6. The Settlement Administrator shall prepare any and all reports and/or declarations
27 regarding the distribution of funds under the Settlement, as ordered by the Court. The Settlement
28 Administrator shall also undertake amended and/or supplemental tax filings and reporting,

1 required under applicable local, state, and federal tax laws, that are necessitated due to the
2 cancellation of any settlement checks. To the extent that the Settlement Administrator is able to
3 obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for
4 the employer's and employee's share of payroll taxes, contributions, and withholding associated
5 with cancelled Individual Settlement Payments, these amounts shall be transmitted to the non-
6 profit organization identified in this Paragraph, along with the funds associated with cancelled
7 settlement checks.

8 7. Notwithstanding the above, within fourteen (14) calendar days after the
9 disbursement of all funds as set forth in section V.D.2, the Settlement Administrator will serve on
10 the Parties a declaration providing a final report on the disbursements of all funds.

11 8. Plaintiff and Class Members will be solely responsible for the reporting and
12 payment of any state, local, and/or federal income tax, if any, on the amounts paid to them under
13 the Settlement. If it is determined that any taxes are due in connection with any amount paid under
14 the Settlement, Plaintiff and Class Members will be solely responsible for all liability for taxes and
15 any costs, fees, interest, assessments, penalties, damages, or other losses due to such a
16 determination. No payments made under this Settlement Agreement will have an effect on any
17 employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

18 E. **Class Counsel's Attorneys' Fees.** Defendant will not oppose Class Counsel's
19 application for fees of up to 33.33%, currently ONE HUNDRED EIGHT THOUSAND THREE
20 HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY CENTS (\$108,333.33) of the
21 Gross Settlement Amount. Defendant will not be obligated to pay any Attorneys' Fees of Class
22 Counsel, Plaintiff, or Class Members above this amount except as provided for herein. Class
23 Counsel's fee application must be submitted with supporting documentation, and heard at the time
24 of the Final Approval Hearing. No part of the Gross Settlement Amount will be used to pay any
25 attorney's fees of Class Counsel, Plaintiff, or Class Members above this amount. Class Counsel's
26 fees are subject to court approval.

27 F. **Class Counsel's Litigation Costs.** Defendant will not oppose Class Counsel's
28 application for reimbursement of Litigation Costs and expenses of up to TWENTY FIVE

1 THOUSAND DOLLARS AND ZERO CENTS (\$25,000). Defendant will not be obligated to pay
2 any costs of Class Counsel, Plaintiff, or Class Members above this amount. No part of the Gross
3 Settlement Amount will be used to pay any costs of Class Counsel, Plaintiff, or Class Members
4 above this amount. Class Counsel's request for costs must be submitted with its fee application
5 and with supporting documentation, and heard at the time of the Final Approval Hearing. Class
6 Counsel's Litigation Costs are subject to approval by the Court.

7 G. **Incentive Payment to Plaintiff.** In recognition of his effort and work in
8 prosecuting the Action on behalf of the Class Members and negotiating the Settlement, Defendant
9 will not oppose Plaintiff's application for an incentive payment to Plaintiff of up to FIVE
10 THOUSAND DOLLARS AND ZERO CENTS (\$5,000.000.) This incentive payment is subject
11 to approval by the Court. Defendant will not be obligated to pay any incentive payment above this
12 amount. This payment shall be considered miscellaneous income, and the Settlement
13 Administrator will be responsible for issuing a Form 1099, and any other tax forms, to Plaintiff
14 relating to this payment. No part of the Gross Settlement Amount will be used to pay any incentive
15 payment above this amount.

16 H. **Settlement Administration Costs.** The Parties agree the Settlement
17 Administration Costs shall be deducted from the Gross Settlement Amount, subject to approval by
18 the Court. Settlement Administration Costs are estimated not to exceed SIX THOUSAND FIVE
19 HUNDRED DOLLARS AND ZERO CENTS (\$6,500.00).

20 I. **Tax Treatment.**

21 1. Plaintiff and Settlement Class Members shall be exclusively liable for any and all
22 of their respective tax liability, if any. Plaintiff and Settlement Class Members should consult with
23 their tax advisors concerning the tax consequences of the payments they receive under the
24 Settlement Agreement. Each Settlement Class Member will be responsible for paying all
25 applicable state, local, and federal income taxes on all amounts they receive pursuant to this
26 Settlement Agreement. Plaintiff and Settlement Class Members shall cooperate with Defendant
27 and provide documentation as requested to demonstrate such payment should any taxing authority
28 challenge the tax treatment of any such payment made under the Settlement.

1 2. Each Party to this Settlement Agreement acknowledges and agrees that:

2 a. No provision of this Settlement Agreement and no written
3 communication or disclosure between or among the Parties or their attorneys and other advisers,
4 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
5 or be relied upon as, tax advice within the meaning of United States Treasury Department Circular
6 230 (31 CFR Part 10, as amended);

7 b. He, she, or it: (a) has relied exclusively upon his, her, or its own,
8 independent legal and tax advisers for advice (including tax advice) in connection with this
9 Settlement Agreement; (b) has not entered into this Settlement Agreement based upon the
10 recommendation of any other Party or any attorney or advisor to any other Party; and (c) is not
11 entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party
12 to avoid any tax penalty that may be imposed on him or her; and

13 c. No attorney or adviser to any other Party has imposed any limitation
14 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
15 whether such limitation is legally binding) upon disclosure by him or her of the tax treatment or
16 tax structure of any transaction, including any transaction contemplated by this Settlement
17 Agreement.

18 J. **Release of Claims by Plaintiff and Settlement Class Members.**

19 1. Upon the Effective Date and funding in full of the Gross Settlement Amount,
20 Plaintiff, and Settlement Class Members will be deemed to have fully released and discharged the
21 Released Parties of and from all of the Released Claims.

22 **VI. NULLIFICATION OF THE JOINT STIPULATION**

23 A. This Joint Stipulation will be null and void, if: (a) the Court unconditionally refuses
24 to grant approval of this Joint Stipulation; (b) the Court refuses to enter a judgment in the Action;
25 (c) the judgment is reversed, modified, or declared or rendered void; (d) Defendant rescinds the
26 settlement pursuant to section VI B; and/or (e) if any material portion of this Joint Stipulation is
27 invalidated, unless the Parties subsequently agree in writing that the remaining provisions of the
28 Joint Stipulation are to remain in full force and effect.

1 B. In the event that 5% or more Class Members opt out of the settlement, Defendant
2 has the right (but not the obligation) to void the settlement. The Parties must file a joint stipulation
3 to notify the Court of Defendant's decision to rescind the settlement. This option to rescind the
4 Settlement must be exercised by way of written notice sent to Class Counsel by email to
5 shani@zakaylaw.com within fifteen (15) calendar days after the Class Administrator receives all
6 potential opt-outs from Settlement Class Members.

7 **VII. DUTIES OF THE PARTIES**

8 A. **PAGA CLAIMS.** To the extent not already completed, Plaintiff shall provide
9 notice of the settlement to the LWDA of his claims for PAGA penalties pursuant to Labor Code
10 2699.3(a).

11 B. **Mutual Cooperation.** The Parties agree to cooperate to accomplish and implement
12 the terms of this Joint Stipulation. Such cooperation will include, but not be limited to, execution
13 of such other documents and taking such other actions as may reasonably be necessary to fulfill
14 the terms of this Joint Stipulation. The Parties will use their reasonable best efforts, including all
15 efforts contemplated by this Joint Stipulation and any other efforts that may become necessary by
16 court order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon
17 as practicable after execution of this Joint Stipulation, Class Counsel, with the cooperation of
18 Defendant and its counsel, will try to secure Preliminary Approval and Final Approval.

19 C. **Duty to Support and Defend the Settlement.** The Parties agree the settlement is
20 fair and reasonable and will so represent to the Court. The Parties agree to abide by all terms of
21 the Joint Stipulation in good faith and to support the Joint Stipulation fully, and to use their best
22 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.
23 Plaintiff agrees to take all steps necessary to implement and effectuate the Settlement.

24 **VIII. MISCELLANEOUS PROVISIONS**

25 A. **No Comments to Press or Media.** If contacted by the media or members of the
26 press, the Parties, Defendant's Counsel, and Class Counsel will merely inform them that the case
27 has been resolved, and refer them to the public filings. The terms of the Settlement shall remain
28 confidential until the Parties submit the motion for preliminary approval to the Court.

1 **B. No Admission of Liability.**

2 1. This Joint Stipulation is not an admission of liability by Defendant or any of the
3 Released Parties. Defendant and the Released Parties deny that they have engaged in any unlawful
4 activity, have failed to comply with the law in any respect, have any liability to anyone under the
5 claims asserted in the Action, or that, but for the Settlement, a class could be certified in the Action.
6 This Settlement Agreement is entered into solely for the purpose of compromising highly disputed
7 claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by
8 Defendant or the Released Parties of liability or wrongdoing, or an admission by Plaintiff that any
9 of his claims were non-meritorious or any defenses to his claims were meritorious. This Settlement
10 and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on,
11 and will not be admissible in connection with, any litigation (other than solely in connection with
12 the Settlement).

13 2. The Parties have agreed to class certification for the sole purpose of effectuating
14 this Settlement. Should the Settlement not be approved by the Court, or should the Judgment
15 regarding the Settlement not become final, the fact that the Parties were willing to stipulate to class
16 certification as part of the Settlement will have no bearing on, and will not be admissible in
17 connection with, the issue of whether a class should be certified in a non-settlement context in the
18 Action, or any other action, and in any of those events Defendant and the Released Parties
19 expressly reserve the right to oppose class certification.

20 3. Whether or not the Settlement set forth in this Settlement Agreement becomes
21 final, neither the Settlement, this Settlement Agreement, any document, statement, proceeding, or
22 conduct related to the Settlement or the Settlement Agreement, nor any reports or accounting of
23 those matters, will be offered as evidence for any purpose adverse to Defendant or any of the
24 Released Parties, including, but not limited to, evidence of a presumption, concession, indication,
25 or admission by any of the Released Parties of any liability, fault, wrongdoing, omission,
26 concession, or damage; or (ii) disclosed, referred to, or offered in evidence against any of the
27 Released Parties, in any further proceeding in the Action, or any other civil, criminal, or
28 administrative action or proceeding except for purposes of effectuating the Settlement pursuant to

1 this Settlement Agreement.

2 4. This Section and all other provisions of this Settlement Agreement
3 notwithstanding, any and all provisions of this Settlement Agreement, may be admitted in evidence
4 and otherwise used in any and all proceedings to enforce any or all terms of this Settlement
5 Agreement or in defense of any claims released or barred by this Settlement Agreement.

6 **C. No Impact on Benefit Plans.** It is expressly understood and agreed that the receipt
7 of any payment under the Settlement will not entitle Plaintiff or any Settlement Class Member to
8 additional compensation or benefits under any company bonus, contract, incentive plan, contest,
9 or other compensation or benefit plan or agreement in place during the Class Period, nor will it
10 entitle any Settlement Class Member to any increased retirement, 401(k) or matching benefits, or
11 deferred compensation benefits. It is also expressly understood and agreed that any payments made
12 to Plaintiff and Settlement Class Members under the terms of this Settlement Agreement do not
13 represent any modification of previously credited length of service or other eligibility criteria under
14 any bonus plan, incentive plan, contract, employee pension benefit plan, or employee welfare plan
15 sponsored by any of the Released Parties or to which any of the Released Parties are required to
16 make contributions. All payments under the Settlement shall be deemed to be paid to Plaintiff and
17 Settlement Class Members solely in the year in which such payments actually are received by
18 them. Further, any payments made under this Settlement Agreement shall not be considered
19 compensation in any year for purposes of determining eligibility for, or benefit accrual within, any
20 employee pension benefit plan or employee welfare benefit plan sponsored by any of the Released
21 Parties or to which any of the Released Parties are required to make contributions. It is the Parties'
22 intent that the Individual Settlement Shares provided for in this Settlement Agreement are the sole
23 payments to be made by Defendant to the Settlement Class Members, and that the Settlement Class
24 Members are not entitled to any new or additional compensation or benefits as a result of having
25 received the Individual Settlement Shares (notwithstanding any contrary language or agreement in
26 any benefit or compensation plan document that might have been in effect during the Class Period).

27 **D. Construction.** The Parties agree this Joint Stipulation resulted from lengthy,
28 intensive, arm's-length negotiations, and it is not to be construed for or against any Party for any

1 reason.

2 E. **Choice of Law.** This Joint Stipulation is intended to and will be governed by the
3 laws of California, without regard to conflicts of law principles.

4 F. **Continuing Jurisdiction.** Even after entry of judgment in the Action based on the
5 Settlement, the Court will retain continuing jurisdiction to enforce the Settlement pursuant to
6 California Rules of Court 3.769 and California Code of Civil Procedure section 664.6.

7 G. **Captions and Interpretations.** Section headings, paragraph headings, titles, or
8 captions contained herein are inserted as a matter of convenience and for reference only, and in no
9 way define, limit, extend, or describe the scope of this Joint Stipulation or any provision thereof.

10 H. **Modification.** This Joint Stipulation may not be changed, altered, or modified,
11 except in writing signed by counsel for the Parties and approved by the Court.

12 I. **Integration Clause.** All prior or contemporaneous agreements, understandings,
13 representations, and statements, whether oral or written, between the Parties are merged herein. No
14 rights under this Joint Stipulation may be waived except in writing.

15 J. **No Inducements.** Plaintiff and Defendant acknowledge that they are entering into
16 this Settlement Agreement as a free and voluntary act without duress or undue pressure or
17 influence of any kind or nature whatsoever, and that neither Plaintiff nor Defendant have relied on
18 any promises, representations, or warranties regarding the subject matter hereof other than as set
19 forth in this Settlement Agreement.

20 K. **Successors and Assigns.** This Joint Stipulation will be binding upon and inure to
21 the benefit of the Parties and their respective heirs, trustees, executors, administrators, predecessors,
22 successors, affiliates, agents, and assigns.

23 L. **Class Counsel Signatories.** Because the Class Members are so numerous, the
24 Parties agree it is impossible or impractical to have each Class Member sign this Joint Stipulation.
25 This Joint Stipulation may be executed on behalf of the Class-by-Class Counsel and Plaintiff.

26 M. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and
27 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
28 action required or permitted to be taken by such Parties under this Settlement Agreement to

1 effectuate its terms, and to execute any other documents required to effectuate the terms of this
2 Settlement Agreement. The Parties and their counsel will cooperate with each other and use their
3 best efforts to affect the implementation of the Settlement. In the event the Parties are unable to
4 reach agreement on the form or content of any document needed to implement this Settlement
5 Agreement, or on any supplemental provisions that may become necessary to effectuate the terms
6 of this Settlement Agreement, the Parties will seek the assistance of the Court, and in all cases all
7 such documents, supplemental provisions and assistance of the Court will be consistent with this
8 Settlement Agreement.

9 **N. Dates.** If any of the dates in the Joint Stipulation fall on a weekend, bank holiday,
10 or court holiday, the time to act shall be extended to the next business day.

11 **O. Execution in Counterparts.** This Joint Stipulation will become effective upon its
12 execution by all of the undersigned. The Parties may execute this Joint Stipulation in counterparts,
13 and execution of counterparts will have the same force and effect as had all Parties signed the same
14 instrument. Facsimile or pdf copies of any such signed counterparts may be used in lieu of the
15 original for any purpose. Pursuant to California Civil Code section 1633.7, the Parties agree they
16 may use DocuSign or similar electronic signature technology to expedite the execution of this
17 Settlement Agreement.

18 **P. Class Size Modification.** Defendant estimates that there are 10,919 workweeks
19 worked by Wage and Hour Class Members in California during the Class Period and 46
20 FCRA/ICRAA Class Member(s) and CCRAA Class Members during the FCRA/ICRAA or
21 CCRAA Credit Report Class Periods. Defendant will endeavor to confirm these counts by
22 providing a declaration under penalty of perjury confirming the number of workweeks and
23 members in the respective Classes prior to the filing of the Motion for Preliminary Approval. In
24 the event the California Class workweeks count increases by more than five (5%) percent, the
25 Gross Settlement Amount (excluding the amount allocated for the FCRA settlement) will increase
26 proportionately by a percentage by which the actual number of workweeks exceeds 105% of the
27 estimated number of workweeks worked in California. In the event the FCRA/ICRAA Class
28 Member(s) and CCRAA Class Members count increases by more than five (5%) percent, the

1 portion of the Gross Settlement Fund allocated to the Credit Reporting Claims payment will
2 increase by a percentage by which the actual number of FCRA/ICRAA Class Member(s) and
3 CCRAA Class Members exceeds 105% of the estimated number of FCRA/ICRAA Class
4 Member(s) and CCRAA Class Members.

5 **Q. Plaintiff's Individual Settlement.** Plaintiff is entering into an individual
6 settlement agreement, which shall provide for an Individual Settlement Payment, and which shall
7 provide for a broad release, including a waiver of Civil Code Section 1542. This release, waiver
8 and discharge of all claims shall include, but will not be limited to, any and all claims arising out
9 of the Action, as well as additional claims described in the Individual Settlement Agreement. The
10 Individual Settlement Agreement shall be confidential, but may be submitted to the Court for in-
11 camera review for purposes of approval of this Settlement upon the Court's request.

12 **IT IS SO AGREED.**

13
14 **SIGNATURES**

15 **READ CAREFULLY BEFORE SIGNING**

16 DATED: Aug 5, 2022, 2022

PLAINTIFF

Norman Respass

norman respass (Aug 5, 2022 08:48 PDT)

NORMAN RESPASS

DEFENDANT THE SCION GROUP LLC

21
22 DATED: _____, 2022

By: _____
Eric Bronstein
Executive Vice President

24
25 ///

26 ///

27 ///

1 portion of the Gross Settlement Fund allocated to the Credit Reporting Claims payment will
2 increase by a percentage by which the actual number of FCRA/ICRAA Class Member(s) and
3 CCRAA Class Members exceeds 105% of the estimated number of FCRA/ICRAA Class
4 Member(s) and CCRAA Class Members.

5 **Q. Plaintiff's Individual Settlement.** Plaintiff is entering into an individual
6 settlement agreement, which shall provide for an Individual Settlement Payment, and which shall
7 provide for a broad release, including a waiver of Civil Code Section 1542. This release, waiver
8 and discharge of all claims shall include, but will not be limited to, any and all claims arising out
9 of the Action, as well as additional claims described in the Individual Settlement Agreement. The
10 Individual Settlement Agreement shall be confidential, but may be submitted to the Court for in-
11 camera review for purposes of approval of this Settlement upon the Court's request.

12 **IT IS SO AGREED.**

13
14 **SIGNATURES**

15 **READ CAREFULLY BEFORE SIGNING**

16 DATED: _____, 2022

PLAINTIFF

17
18 _____
19 NORMAN RESPASS

20 **DEFENDANT THE SCION GROUP LLC**

21
22 DATED: August 8, 2022

By: 
Eric Bronstein
Executive Vice President

23
24 ///

25
26 ///

27
28 ///

1 APPROVED AS TO FORM:

2
3 DATED: 8/5, 2022

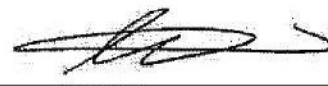
**BLUMENTHAL, NORDREHAUG &
BHOWMIK LLP**

5
6 By: 

Andrew G. Ronan
Aparajit Bhowmik
Christine T. LeVu
Jeffrey S. Herman
Kyle R. Nordenhaug
Attorneys for Plaintiff

10
11 DATED: August 5, 2022

ZAKAY LAW GROUP, APLC

12
13 By: 

Shani Zackay
Attorneys for Plaintiff
NORMAN RESPASS

14
15
16 DATED: August 5, 2022

JCL LAW FIRM

17
18 By: 

Jean-Claude Lapuyade
Attorneys for Plaintiff
NORMAN RESPASS

19
20
21 DATED: August 15, 2022

JACKSON LEWIS P.C.

22
23 By: 

Chad D. Bernard
Attorneys for Defendant
The Scion Group, LLC

EXHIBIT A

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

(Respass v. The Scion Group LLC., Sacramento County Superior Court Case No. 34-2020-00285285)

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Sacramento (the “Court”) has been reached between Plaintiff Norman Respass (“Plaintiff”) and Defendant The Scion Group LLC (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which includes the following sub-classes:

All individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time beginning September 23, 2016 and ending February 28, 2022 (the “Wage and Hour Class” or “Wage and Hour Class Member(s)").

All employees or prospective employees of Defendant in California who executed Defendant’s standard background check disclosure and authorization form at any time beginning September

23, 2018 and ending on February 28, 2022 (the “FCRA/ICRAA Class” or “FCRA/ICRAA Class Member(s)”).

All persons in California who executed Defendant’s standard background check disclosure and authorization form in connection with prospective employment at any time beginning September 23, 2018 and ending on February 28, 2022 (the “CCRAA Class” or “CCRAA Class Member(s)”).

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

2. What is this class action lawsuit about?

On September 23, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Sacramento. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; (i) Violated the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, *et seq.*, for failure to make proper disclosures; (j) Violated the FCRA, 15 U.S.C. § 1681, *et seq.*, for failure to obtain proper authorization; (k) Violated the Investigative Consumer Reporting Agencies Act, California Civil Code § 1786, *et seq.*, for failure to make proper disclosures; (l) Violated the Consumer Credit Reporting Agencies Act, Labor Code §§ 2698 *et seq.*, for failure to obtain proper disclosures; and (m) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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

On June 22, 2021, the Parties participated in an all-day mediation with Jeffrey Krivis, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation did not conclude in a settlement, but the Parties continues to negotiate mutually agreeable terms of settlement over several months. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Hundred Twenty Five Thousand Dollars (\$325,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, including the Credit Report Claim Settlement Cash Payment, Class Counsel attorneys’ fees, Class Counsel litigation costs, incentive payment to Plaintiff, PAGA Settlement Amount, and Settlement Administration Costs.

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

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 33.33% of the Gross Settlement Amount (currently \$108,333.33) and a Class Counsel Litigation Costs Payment of not more than \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Incentive Payment to Plaintiff. An incentive payment of up to Five Thousand Dollars (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Settlement Amount. A payment of \$16,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$12,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$4,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Credit Report Claim Settlement Cash Payment. A payment of \$5,000.00 relating to Plaintiff’s claims under the Fair Credit Reporting Act, Investigative Consumer Reporting Agency Act, and Consumer Credit Reporting Agencies Act to be paid to the Credit Report Claim Participants.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Attorneys’ Fees, Class Counsel Litigation Costs, the incentive payment to Plaintiff, the Credit Report Claim Settlement Case Payment, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendants’ records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to the PAGA Group. The Net PAGA Amount shall be distributed to the PAGA Group irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by the PAGA Group during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Group Member during the PAGA Period. The “PAGA Group” means all hourly-paid or non-exempt employees who worked for Defendant in the State of California from September 23, 2019 through <<INSERT PRELIMINARY APPROVAL DATE>>.

- Calculation of Credit Report Claim Settlement Cash Payments to the Claim Participants. The Credit Report Claim Settlement Cash Payment will be divided and paid to the 46 claim participants equally.

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

Tax Matters. 25% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 75% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to the PAGA Group or the Credit Report Claim Settlement Cash Payment to the claim participants, and each PAGA Group Member and claim participant will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Release by Wage and Hour Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release any and all claims for wages, damages, unpaid costs, penalties (excluding PAGA penalties), liquidated damages, interest, attorney fees, litigation costs, restitution, or equitable relief, which Plaintiff and all Wage and Hour Class Members had, or may claim to have, against any of the Released Parties, arising during the Wage and Hour Class Period, that were pled or that could have been pled based on the factual allegations set forth in the Complaint, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties; and unfair competition.

Release by the PAGA Group. The Released PAGA Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Group Members shall release any and all claims for PAGA penalties, interest, attorneys fees, litigation costs, which Plaintiff and all PAGA Members had, or may claim to have, against any of the Released Parties, arising during the PAGA Period, that were pled in the Complaint and in Plaintiff's notice to the LWDA, including but not limited to: claims for PAGA based on the foregoing Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194m1194.2, 1197, 2801, and Labor Code §§ 2698-2699.5).

Release by the FCRA and CCRAA Class Members. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all FCRA and CCRAA Class Members shall release any and all claims for damages, unpaid costs, restitution, or equitable relief, which Plaintiff and all FCRA and/or CCRAA Class Members had, or may claim to have, against any of the Released Parties, arising during the FCRA and/or CCRAA Class Periods, that were pled or that could have been pled based on the factual allegations set forth in the Complaint including but not limited to: claims for violations of the Fair Credit Reporting Act (15 U.S.C. §1681, *et seq.*), the Investigative Consumer Reporting Agencies Act (Cal. Civ. Code 1785, *et seq.*).

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also

means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Wage and Hour Class Period (September 23, 2016 through February 28, 2022).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (September 23, 2019 through <<INSERT PRELIMINARY APPROVAL DATE>>).

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

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

6. How can I get a payment?

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

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

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

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

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

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Respass v. The Scion Group LLC, Sacramento County Superior Court, Case No. 34-2020-00285285***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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

Class Counsel:

Norman B. Blumenthal, Esq.
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
E-Mail: norm@bamlawca.com

Counsel for Defendants:

Chad D. Bernard, Esq.
Jackson Lewis P.C.
725 S. Figueroa St., Suite 2500
Los Angeles, California 90017
Tel.: (213) 689-0404
E-Mail: chad.bernard@jacksonlewis.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** [REDACTED], at the Sacramento County Superior Court, Department 28, located 720 9th Street, Sacramento, CA 95814, before Judge Lauri Damrell. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-888-250-6810 or write to ***Respass v. The Scion Group LLC***,

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In the event an Individual Settlement Payment and/or Individual Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, the Settlement Administrator shall pay all funds from such uncashed checks to State Controller's Office. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

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);

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

1. Firm Practice Areas:

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

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

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

• **PROFESSIONAL EXPERIENCE**

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

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

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magma cum laude*, April 2011

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

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

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

SAN DIEGO STATE UNIVERSITY, San Diego, CA

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

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

- **COMMUNITY SERVICE**

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

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

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

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

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

- **PROFESSIONAL EXPERIENCE**

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

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

- **EDUCATION**

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

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

Academic Achievement Awards: Advanced Prosecution Function.

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

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

Honors: Dean's List

4. **Attorney Julicann Alvarado Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

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

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

- **EDUCATION**

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

Juris Doctor, *cum laude*, May 2020

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

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

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

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

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

5. Lead Counsel – Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

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

2. Henry v. InMotion Entertainment Group, LLC

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

3. Moore v. Zirx Transportation

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

4. Pasallo v. GSG Protective Services

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

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

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

6. Flores v. Plastic Express

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

7. Tressler v. Spoonful Management

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

8. Leymaster v. Toms Sierra Company, Inc.

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

9. Murphy v. Rockler Retailer Group, Inc.

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

10. Bruemmer v. Tempur Retail Stores, LLC.

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

11. Christina Cummings v. G6 Hospitality, LLC

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

12. Nicolai Laguatan v. Prevent LSS

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

13. Lisa Ramirez v. Carefusion Resources, LLC

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

14. Charles Ornelas v. C&A Transportation Services

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

15. Luz Marin v. California Marine Cleaning

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

16. Christian Van Cleave v. Sunrise Senior Living Management

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

17. Heather McIntyre v. JRR Enterprises

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

18. Lori Phipps v. Soapy Joe's

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

19. Heather Broughton v. NFG San Francisco, LLC

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

20. Marcos Antonios v. Interface Rehab, LLC

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

21. Tiffany Rodriguez v. Circle K

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

22. Derik Scott et al. v. Ultimate Performance

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

23. Raymond Frazier v. Asa Carlton

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

24. John Moreno v. Da Kitchen

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

25. Penny Lane v. International Aero Clubs, LLC

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

26. Amber Price v. DMSD Restaurants

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

27. Jamaal Johnson v. Volt Management Corp

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

28. Ezzat Menias v. All American Private Security

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

29. Mark Connor v. Ascendant Marketing

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

30. Niki Nunez v. Home Depot

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

31. Alma Salazar v. Frontier Toyota

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

32. Josefina Garces v. Kar Auction Services

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

33. Madison Weiss v. Niznik Behavior

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

34. Jimmy Mack v. ERM Enterprises

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

35. Josefina Garces v. DriverDo

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

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015

Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

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

38. Josalyn O'Quinn v. Laugh Factory

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

39. Nicholas Leon v. Miller Event Management

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

40. Aaris Watts v. TRL Systems

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

41. Faith Smith v. Island Pizza

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

42. Johnathan Roa v. Otay Mesa Sales

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

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

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

45. Curtis Edwards v. Resolve Group

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

46. Elena Kiseleva v. TotalMed Staffing, Inc

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

47. Richard Jer Vang v. Bridge Property Management

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

48. Madison Marrero v. Stat Med

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

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183

Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

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

51. Griselda Duran v. EmployBridge

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

52. Luis Rendon v. Healthcare Investments, Inc.

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

53. Richard Melead v. TVI, Inc.

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

54. David Spencer v. Asset Gas, Inc.

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

55. Thomas Haven v. California Vocations, Inc.

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

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260

Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

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

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

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

59. Jie Xu v. HT Multinational

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

60. Yvette Molina v. Hawaiian Airlines

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

61. Reinald Pillsbury v. T & T Restaurants CA

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

62. Luis de Jesus v. Guardian Angel Home Care

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

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

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate

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

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

65. James Conley v. Siskiyou Forest Products

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

66. Alex Castellanos v. Southwest Patrol

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

67. Damien Hampton v. Pegasus Investors

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

68. Tamara Perkins v. FSEI

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

69. Rodney Stovall v. Javelin Logistics Company

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

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

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

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

72. Christopher Chacon v. Panda Motors, Inc.

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

73. Willie Lang v. Pathways

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

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

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

75. Daniel Jacobs v. Rush Media Company

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

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

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

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

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

78. Hector Avitia v. LAZ Parking

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

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

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

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

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

83. Michael Ashlock v. Advantis Medical Staffing

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

84. Moe Popal v. Ameriprise Auto & Home Insurance

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

85. Mark Williams v. Web to Door

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

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

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

87. Nicolas Neutall v. Urban Alchemy

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

88. Courteney Arneson v. Bahn Thai, Inc.

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

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

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

90. Christian Soltero v. Summit Pizza West, LLC

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

91. Traci Pollinger v. Hoehn Motors, Inc.

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

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

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

93. Shasta Collins v. Hilton Management, LLC

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

94. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

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

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

97. Gabriel Guzman Jr. v. Vulcan Materials Company

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

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

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

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

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

100. David Ezell v. Diab Leasing, Inc.

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

101. Joe Moreno v. Rambo, LLC

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

102. Noemy Flores v. Aven Group, Inc.

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

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

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

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

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

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

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

106. Jermell Jones v. Greenlawn Funeral Homes

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

107. Chanda Young v. Breakfast Republic

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

108. Jesus Marin v. Chipotle Services, LLC.

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

109. Daniel Rosas v. WSD Engineering, Inc.

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

110. Isaiah Davis v. RPM Juice, Inc.

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

EXHIBIT 3