

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619)599-8292

Facsimile: (619) 599-8291

[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

Attorney for PLAINTIFF

**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,

vs.

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

Defendants.

Case No. 34-2020-00285285

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

Date: August 11, 2023

Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell

Dept.: 28

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently  
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner  
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for  
5 Plaintiff NORMAN RESPASS (hereafter "Plaintiff" or "Class Representative") in this wage and hour  
6 class and representative action filed against Defendant THE SCION GROUP LLC (hereinafter  
7 "Defendant").

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

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Joint  
11 Stipulation of Class Action Settlement (hereinafter collectively "Settlement Agreement"). Attached as  
12 **Exhibit "A"** to the Agreement is a true and correct copy of the Notice Packet.

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed March 3,  
14 2023 Preliminary Approval Order.

15 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the November 15, 2022 proof  
16 of filing the proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the July 19, 2023, proof of  
18 filing this motion seeking final approval of this Settlement with the LWDA.

19 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC,  
20 "Time and Billing Journal" as of July 9, 2023.

21 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC,  
22 "Transaction Summary" as of July 9, 2023.

23 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC,  
24 Firm Resume.

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## I. INTRODUCTION

10. An objective evaluation of the proposed settlement of Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Jeffrey Krivis, Esq., a respected and experienced mediator of wage and hour class and representative actions. After deducting any Court-approved attorneys’ fees and costs, incentive payments, settlement administration costs, and the payments to the Labor & Workforce Development Agency (“LWDA”), the net settlement amount shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendant during the Class Period. ***The Class greeted news of the Settlement with 100% approval.***<sup>1</sup> There are zero opt-outs and zero objections to the Settlement.

11. This Settlement provides substantial recovery to Class Members. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$159,276.67**. This will result in an average Individual Settlement Share of **\$804.43**, with the estimated highest gross payment being \$4,357.49. FCRA/ICRAA/CCRAA Class Members will receive an estimated average gross payment of \$90.91, with the estimated highest gross payment being \$178.57. PAGA Group Members will receive an estimated average gross payment of \$27.03, with the estimated highest gross payment being \$80.91.

12. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

13. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class

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<sup>1</sup> As of the filing date of this Motion, 22 Notices were deemed undeliverable.

Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

## **II. OVERVIEW OF THE LITIGATION**

14. Defendant provides real estate services, such as facility and strategic planning, operations assessments, development consulting and property management to higher education institutions foundations, and private-sector providers of student housing, including in Sacramento County, California, where Plaintiff worked. This action asserts claims on behalf of Defendant's current and former non-exempt employees employed in California. Plaintiff worked for Defendant as a Maintenance Technician during the Wage and Hour Class Period. At all times during his employment, Plaintiff earned hourly wage, was entitled to legally compliant meal and rest periods, and minimum, regular and overtime wages for all hours worked. Throughout his employment, Plaintiff was subject to Defendant's written policies and procedures.

15. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to include bonuses in the regular rate of pay, failed to furnish accurate itemized wage statements, failed to pay all wages when due, failed to reimburse employees for mandatory business expenses, and violated the Fair Credit Reporting Act ("FCRA"), the Investigative Consumer Reporting Agencies Act ("ICRAA"), and the Consumer Credit Reporting Agencies Act ("CCRAA"). Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, and timely payment of all wages due upon separation of employment.

16. On February 17, 2020, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and

1 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.  
2 Code Sections 2698 et seq (“PAGA”).

3 17. On September 23, 2020, Plaintiff filed a class action complaint in the Sacramento County  
4 Superior Court (the “Action”). The Action alleged thirteen causes of action against Defendant for: (1)  
5 Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2) Failure to  
6 Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay  
7 Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal  
8 Periods in Violation of Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order; (5) Failure  
9 to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7, 512 and the applicable IWC  
10 Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code  
11 § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code Sections § 201, 202, and  
12 203; (8) Failure to Reimburse Employees for Required Business Expenses in Violation of Cal. Lab.  
13 Code § 2802; (9) Violation of the Fair Credit Reporting Act for Failure to Make Proper Disclosures [15  
14 U.S.C. § 1681, *et seq.*]; (10) Violation of the Fair Credit Reporting Act for Failure to Obtain Proper  
15 Authorization [15 U.S.C. § 1681, *et seq.*]; (11) Violation of the Investigative Consumer Reporting  
16 Agencies Act for Failure to Make Proper Disclosures [California Civil Code § 1786, *et seq.*]; (12)  
17 Violation of the Consumer Credit Reporting Agencies Act for Failure to Obtain Proper Disclosures  
18 [California Civil Code § 1785, *et seq.*]; and (13) Violations of the Private Attorney General Act at Lab.  
19 Code §§ 2698 *et. seq.* (“Class Claims”).

20 18. The Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed to  
21 informally exchange relevant documents and data points subject to the mediation privilege. Pursuant to  
22 that agreement, Defendant produced a sample of the Class Members’ time and payroll data along with  
23 itemized wage statements and relevant policies applicable to Class Members. As discussed *infra*,  
24 Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze  
25 Defendant’s time and payroll data.

26 19. On June 22, 2021, the Parties participated in a full day mediation with highly regarded  
27 wage and hour mediator, Jeffrey Krivis, Esq. Although the Parties were not able to reach a settlement  
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1 on the day of mediation, the Parties continued to negotiate mutually agreeable terms of settlement over  
2 several months. The settlement discussions were conducted at arm's-length. After reaching an  
3 agreement in principle, the Parties negotiated a long-form settlement agreement, which is the subject of  
4 the instant motion.

### 5 **III. THE SETTLEMENT BEFORE THE COURT**

6 20. The Court preliminarily approved an initial Gross Settlement Amount of Three Hundred  
7 Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) based on a total of an estimated 10,360  
8 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount will be used:  
9 (1) to satisfy Individual Settlement Shares, including the Credit Report Claim Settlement Cash Payment;  
10 (2) to satisfy the Class Counsel Attorneys' Fees; (3) to satisfy the Class Counsel Litigation Costs; (4)  
11 to satisfy the incentive payment to Plaintiff, (5) to satisfy the PAGA Settlement Amount; and (6) to  
12 satisfy the Settlement Administration Costs incurred in this action.

13 21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to  
14 the class and should be granted final approval. This is evidenced by the high approval of the Settlement  
15 by the Settlement Class and absence of any objections to the Settlement and the average Individual  
16 Settlement Share of **\$804.43**.

### 17 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

#### 18 **A. Class Counsel Conducted a Thorough Investigation**

19 22. Months before filing the Action, Class Counsel began its pre-filing investigation into  
20 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with  
21 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,  
22 including time and payroll records. At the conclusion of the interviews, Class Counsel determined that  
23 each of the Plaintiff's complaints appeared to substantiate Plaintiff's claim that Defendant failed to,  
24 among other things, pay for all time worked and to provide compliant meal and rest periods.

25 23. Considering the many anticipated factual disputes, the Parties agreed that it would be in  
26 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel  
27 requested documents and data points to further evaluate Plaintiff's claims and Defendant's liability  
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1 exposure to the Class Members. In response to Class Counsel's request, Defendant produced a sample  
2 of time records for the Class Members, aggregate workweek and pay period data for the Class Members,  
3 wage statements for the Class Members, and copies of applicable handbooks, policies, and agreements  
4 containing, *inter alia*, compensation, timekeeping and meal and rest period policies. In total, Defendant  
5 produced pertinent policy documents, a sample of time records for Class Members, and a sample of  
6 payroll data for Class Counsel to analyze.

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

13 25. BCG analyzed Defendant's time and payroll data to assist in the development of various  
14 damage models. Among other things, BCG determined the approximate number of work shifts,  
15 workweeks, pay periods, average length of shift and average number of hours worked per week and pay  
16 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and  
17 rest periods, the amount of paid missed meal period premiums paid during the Class Period, and the  
18 amount of off-the-clock work performed by the Class Members during the Class Period. BCG  
19 calculated and created a damage model for Defendant's potential liability exposure while accounting  
20 for the uncertainties of continued litigation. The damage model informed and guided Class Counsel  
21 during the mediated settlement discussions.

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

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

12 **B. The Parties Settled At Mediation**

13 28. On June 22, 2021, the Parties conducted a full-day mediation with Jeffrey Krivis, Esq., a  
14 respected and experienced mediator of wage and hour class and representative actions. Mediator Krivis  
15 helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks  
16 to both sides. The Parties made substantial progress with Mediator Krivis' assistance. Namely, the  
17 Parties exchanged information regarding their respective claims and defenses, including their respective  
18 evaluations of the damages. After more than eight hours of arm's length and adversarial negotiations,  
19 the mediation concluded without a settlement. However, the Parties continued to negotiate mutually  
20 agreeable terms of settlement over several months. The amount of the incentive payment was not  
21 negotiated until after the parties agreed to the Gross Settlement Amount and many other terms. No  
22 action would likely have been taken by Class Members individually, and no compensation would have  
23 been recovered for them, but for Plaintiff's services on behalf of the Class.

24 **C. Class Counsel is Experienced in Similar Litigation**

25 29. Plaintiff is represented by competent and experienced counsel to pursue their claims. I  
26 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing  
27 aggrieved employees and consumers throughout California in wage and hour class actions and complex  
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multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre (Associate Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Heming (Administrative Assistant) and Madelyn Uchiyama (Legal Assistant).

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

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

32. I am qualified to represent Plaintiff, the State of California and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "7."** Some of the major cases the Firm has undertaken are also set forth in **Exhibit "7."**

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

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

35. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see [https://www.superlawyers.com/about/selection\\_process.html](https://www.superlawyers.com/about/selection_process.html)).

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1 **D. The Gross Settlement Amount is Fair and Reasonable**

2 36. Here, the Settlement is clearly within the “ballpark” of reasonableness because the  
3 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily  
4 obtain 100% of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91  
5 Cal.App.4th at 250. While the Gross Settlement Amount of Three Hundred Twenty-Five Thousand  
6 Dollars and Zero Cents (\$325,000.00) represents a discount on Defendant’s potential exposure if  
7 Plaintiff established liability on all claims and were awarded the full amount of the estimated damages  
8 at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant  
9 presented a risk that could award significantly less in damages than Plaintiff’s estimate and (2) any  
10 theoretical post-trial recovery may require many more years of litigation, resulting in added fees and  
11 costs without any guarantee of recovery for the Class.

12 37. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and  
13 reasonable considering the nature and magnitude of the claims being settled and the various potential  
14 impediments to recovery. Class Counsel developed varied economic damages models measuring  
15 Defendant’s liability exposure while accounting for the uncertainties of continued litigation. The  
16 various models were informed by Class Counsel’s investigation, including the analysis of a significant  
17 sample of time and payroll data. As detailed in greater depth during the preliminary approval process,  
18 Class Counsel projected a range of Defendant’s liability exposure for the claims asserted on behalf of  
19 the Settlement Class. The Gross Settlement Amount represents approximately 44.4% of the value of  
20 the maximum potential *damages* at issue. Even when including the penalties for Plaintiff’s claim for  
21 wage statement violations and waiting time penalties under *Labor Code* Sections 203 and 226, the  
22 settlement represents up to 25.2% of the maximum potential liability, assuming all of these amounts  
23 could be proved at trial.

24 38. This average net recovery is on par with many wage and hour class action settlements  
25 approved by California state and federal courts. *See, e.g., Palencia v. 99 Cents Only Stores*, No. 34-  
26 2010-00079619 (Sacramento County Super. Ct) (average net recovery of approximately \$80); *Fukuchi*  
27 *v. Pizza Hut*, Case No. BC302589 (LA. County Super. Ct.) (average net recovery of approximately

1 \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average  
2 net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No.  
3 BC335018 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco*  
4 *Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of  
5 approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (ED. Cal.)  
6 (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No.  
7 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately \$35); and *Gomez v.*  
8 *Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately  
9 \$20). Additionally, Defendant must separately fund its share of any employer side payroll taxes.  
10 Agreement, ¶ V(D)(3).

11 39. Clearly the goal of this litigation – to obtain redress for the class – has been met by this  
12 Settlement. Given the amount of the Settlement, the risks of litigation, and the arm's length negotiations  
13 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final  
14 approval.

15 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

16 40. Although Class Counsel believe strongly in Plaintiff's claims, it would be misguided to  
17 ignore the asserted defenses. If successful on any one its defenses, Defendant could defend the action  
18 or, at least, drastically undercut Plaintiff's claims.

19 41. With respect to the most immediate challenge, i.e., class certification, the risks attendant  
20 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*  
21 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated, reversed, and remanded  
22 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed  
23 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*  
24 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*  
25 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor  
26 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th  
27 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly  
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individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at \*11-13 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues). Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

42. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiff’s claims and, in fact, already has.

43. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v. Uber Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a bond and appeal. A post-judgment appeal by Defendant would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future.

44. Class Representative and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in

1 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have  
2 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an  
3 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial  
4 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative  
5 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest  
6 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

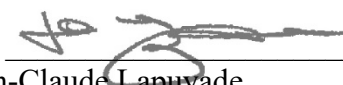
7 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

8 45. Here, the Parties negotiated a good faith PAGA Settlement in the amount of \$16,000  
9 which is 4.9% of the Gross Settlement Amount. As illustrated above, this amount falls well within the  
10 range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Settlement (\$12,000)  
11 will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) to be  
12 distributed to the PAGA Group, which is within the range of PAGA penalties approved by courts and  
13 should be approved.

14 46. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing  
15 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval  
16 with the LWDA. On July 19, 2023, Plaintiffs gave the LWDA notice of this motion seeking final  
17 approval of this settlement.

18 I declare under the penalty of perjury under the laws of the State of California that the foregoing  
19 is true and correct. Executed this 19<sup>th</sup> day of July, 2023, at San Diego, California.  
20

21  
22 **JCL LAW FIRM, APC**

23 By:   
24 Jean-Claude Lapuyade

# **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

6 Email: [norm@bamlawca.com](mailto:norm@bamlawca.com)

7 ZAKAY LAW GROUP, APLC

8 Shani O. Zakay (SBN 277924)

9 5440 Morehouse Drive, Suite 3600

10 San Diego, CA 92131

11 Telephone: (619) 255 9047

12 Email: [jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)

13 JCL LAW FIRM

14 Jean-Claude Lapuyade (SBN 248676)

15 5440 Morehouse Drive, Suite 3600

16 San Diego, CA 92131

17 Telephone: (619) 599 8292

18 Email: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

19 Attorneys for Plaintiff

20 Norman Respass

21 JACKSON LEWIS P.C.

22 Chad D. Bernard (SBN 194162)

23 725 S. Figueroa St., Suite 2500

24 Los Angeles, CA 90017

25 Telephone: (213) 689-0404

26 Email: [Chad.Bernard@jacksonlewis.com](mailto:Chad.Bernard@jacksonlewis.com)

27 Attorneys for Defendant

28 The Scion Group, LLC

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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,

Plaintiffs,

v.

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

Defendants.

Case No. 34-2020-00285285

[Assigned to Department 37 for Case  
Management Program]

**[SECOND AMENDED] JOINT STIPULATION  
OF CLASS ACTION SETTLEMENT**

Complaint Filed: 09/23/2020

Trial Date: Not set

**JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

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

**I. RECITALS**

A. On September 23, 2020, Plaintiff filed a Complaint against Defendant in the Superior  
Court of California for the County of Sacramento. On November 18, 2020, Defendant removed the  
action to the United States District Court for the Eastern District of California. Through the Action,  
Plaintiff asserts thirteen (13) causes of action across five (5) sub classes on behalf of himself, and on  
behalf of all persons similarly situated: (1) Unfair Competition in Violation of Cal. Bus. & Prof.  
Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194,  
1197, and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq.;  
(4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 5.12 and  
the applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal.

Case No. 34 2020 00285285

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

1 Lab. Code §§ 226.7 and 5.12 and the applicable IWC Wage Order; (6) Failure to Provide Accurate  
2 Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due  
3 in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees for  
4 Required Expenses in Violation of Cal. Lab. Code § 2802; (9) Violation of Fair Credit Reporting  
5 Act (“FCRA”), 15 U.S.C. § 1681, et seq., for Failure to Make Proper Disclosures; (10) Violation of  
6 FCRA, 15 U.S.C. § 1681 et seq., for Failure to Obtain Proper Authorization; (11) Violation of the  
7 Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786, et seq., for Failure to Make  
8 Proper Disclosures; (12) Violation of the Consumer Credit Reporting Agencies Act, Labor Code §§  
9 2698, et seq., for Failure to Obtain Proper Disclosures; (13) Violation of the Private Attorneys  
10 General Act (“PAGA”), Labor Code §§ 2698 et seq.

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

14 C. Class Counsel diligently investigated the proposed Class Members’ claims against  
15 Defendant in the Action, including any and all applicable defenses and the applicable law, and  
16 undertook review and analysis of a volume of documents and data obtained from Defendant and  
17 other sources.

18 D. On June 22, 2021, the Parties participated in mediation before Jeffrey Krivis (the  
19 “Mediator”), a respected mediator of complex wage and hour actions. Although the Parties were  
20 not able to reach a settlement on the day of mediation, the Parties continued to negotiate mutually  
21 agreeable terms of settlement over several months. The settlement discussions were conducted at  
22 arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s  
23 potential liability of total exposure in relation to the costs and risks associated with continued  
24 litigation. Based on the documents produced, as well as Class Counsel’s own independent  
25 investigation and evaluation, and the Mediator’s efforts, Class Counsel believes that the Settlement

1 with Defendant for the consideration and on the terms set forth in this Settlement Agreement is  
2 fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known  
3 facts and circumstances, including the risk of significant delay and uncertainty associated with  
4 litigation and various defenses asserted by Defendant.

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

8 F. This Settlement Agreement is made and entered into by and between Plaintiff,  
9 individually, and on behalf of all others similarly situated, and Defendant, and is subject to the  
10 terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that  
11 this Settlement Agreement is entered into solely for the purpose of compromising significantly  
12 disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant.  
13 If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the  
14 Parties shall be returned to their original respective positions.

## 15 **II. DEFINITIONS**

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

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

23 B. "Attorneys' Fees" and "Litigation Cost" mean the amount awarded to Class Counsel  
24 to compensate them for their fees and expenses, including their pre-filing investigation, their filing  
25 of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance

1 procedures. Subject to Court approval, the Class Counsel Attorneys' Fees Payment shall be an  
2 amount not to exceed 1/3 of the Gross Settlement Amount, (currently ONE HUNDRED AND S  
3 EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE  
4 CENTS (\$108,333.33)). Subject to Court approval, Class Counsel's Litigation Costs shall be an  
5 amount not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000).

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

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

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

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

20 D. "Class Counsel" means: Kyle R. Nordrehaug of Blumenthal, Nordrehaug &  
21 Bhowmik LLP; Shani O. Zakay of Zakay Law Group, APLC; and Jean-Claude Lapuyade of JCL  
22 Law Firm.

23 E. "Credit Report(s)" means Defendant's standard background check disclosure and  
24 authorization form issued to employees or applicants for employment at any time beginning  
25 September 23, 2018 and ending on February 28, 2022.

1 F. "Credit Report Claim Participant(s)" means all FCRA/ICRAA Class Members and  
2 CCRAA Class Members who do not timely opt out of the settlement by submitting a proper Request  
3 for Exclusion.

4 G. "Credit Report Claim Class Settlement Payment" means payments to Credit Report  
5 Claim Participants that are structured as follows: Any Credit Report Claim Participant who has a  
6 claim from September 23, 2018 to February 28, 2022 will receive a share of the total \$5,000.00  
7 settlement amount on a pro rata basis by dividing that amount by the number of class members with  
8 claims from September 23, 2018 to February 28, 2022.

9 H. "Defendant's Counsel" or "Defense Counsel" means Chad D. Bernard and Trey Sims  
10 of Jackson Lewis, P.C.

11 I. "Wage and Hour Class Period" means the period of time from September 23, 2016  
12 through February 28, 2022.

13 J. "FCRA/ICRAA Class Period" means the period of time from September 23, 2018  
14 through February 28, 2022.

15 K. "CCRAA Credit Report Class Period" means the period of time from September 23,  
16 2018 through February 28, 2022.

17 L. "Complaint" means the Class Action Complaint filed on September 23, 2020 in the  
18 Superior Court of the State of California in and for the County of Sacramento, or any subsequently  
19 amended complaint filed thereafter in the Action.

20 M. "Court" means the Superior Court of the State of California for the County of  
21 Sacramento.

22 N. "Effective Date" means the date when all of the following events have occurred: (1)  
23 the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant's  
24 Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice  
25 of Class Action Settlement has been given to the putative members of the Settlement Class, providing

1 them with an opportunity to object to the terms of this Stipulation of Settlement or opt out of the  
2 settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment  
3 certifying the Settlement Class, dismissing the Action with prejudice, and approving the Stipulation  
4 of Settlement; (5) 65 calendar days have passed since the Court has entered a final Order and  
5 Judgment certifying the Settlement Class, entering judgment, and approving the Stipulation of  
6 Settlement; and (6) in the event there are written objections filed prior to the final fairness hearing  
7 which are not later withdrawn or denied, the later of the following events: five business days after  
8 the period for filing any appeal, writ or other appellate proceeding opposing the Court's final Order  
9 approving the Stipulation of Settlement has elapsed without any appeal, writ or other appellate  
10 proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the  
11 Court's final Order approving the Stipulation of Settlement has been filed, five business days after  
12 any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement has been  
13 finally and conclusively dismissed with no right to pursue further remedies or relief

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

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

18 Q. "Final Approval Order and Judgment" means the order certifying the Settlement  
19 Class, granting final approval of the Settlement, and entering judgment based thereon, after the Court  
20 has determined that the Settlement is fair, adequate, and reasonable to the Settlement Class, following  
21 notice to the Class and a hearing on the fairness of the Settlement.

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

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

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

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

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

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

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

22 Y. "PAGA Group" means all hourly-paid or non-exempt employees who worked for  
23 Defendant in the State of California from September 23, 2019 through the date of this Court's  
24 preliminary Approval of the Settlement.

25 Z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount

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

7 AA. "Parties" means Plaintiff and Defendant collectively, who are individually referred to  
8 as "Party."

9 BB. "Preliminary Approval" means the order by the Court preliminarily approving this  
10 Joint Stipulation.

11 CC. "Preliminary Approval Hearing" means the hearing held on the motion for  
12 preliminary approval of the Joint Stipulation.

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

22 EE. "Released Credit Reporting Claims" means any and all claims for damages, unpaid  
23 costs, penalties (excluding PAGA penalties), liquidated damages, interest, attorney fees, litigation  
24 costs, restitution, or equitable relief, which Plaintiff and all FCRA and/or CCRAA Class Members  
25 had, or may claim to have, against any of the Released Parties, arising during the FCRA and/or

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

6  
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 Complaint  
10 and in Plaintiff notice to the LWDA, including but not limited to: claims for claims for PAGA based  
11 on the foregoing Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7,  
12 510, 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 Members  
18 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 the  
23 administration of the settlement in this Action, including without limitation, translating, printing, and  
24 mailing the Class Notice, calculating and determining settlement payments, regularly updating  
25 counsel for the Parties on the status of administration of the Settlement, and the accounting and  
26 maintenance of the Settlement Fund Account.

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

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

### 17 **III. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

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

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

1. This Joint Stipulation was reached after arm's-length bargaining between the Parties with the assistance of an experienced mediator, and after Class Counsel thoroughly reviewed all available information. The information exchanged between the Parties allowed them to assess the merits and to compromise the issues on a fair and equitable basis.

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

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

**IV. PROCEDURAL ISSUES**

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

**B. Settlement Administrator.**

1. The third-party company known as ILYM Group, Inc. will act as Settlement Administrator. The Settlement Administrator will be responsible for: (1) preparing, printing and

1 mailing simultaneously the Class Notice in substantially the same form as attached “**Exhibit A,**” in  
2 English; (2) receiving and reviewing Opt Out Requests; (3) calculating workweeks and payments  
3 under the Settlement; (4) handling inquiries from Class Members concerning the Class Notice,  
4 including attempting to resolve disputes concerning Workweeks; (5) providing weekly status  
5 reports to Defendant’s Counsel and Class Counsel regarding the mailings and Opt Out Requests;  
6 (6) distributing all payments under the Settlement, as well as payments to taxing authorities as  
7 appropriate; (7) providing due diligence declarations for submission to the Court, as needed; (8)  
8 printing and providing Settlement Class Members and Plaintiff with tax forms as required under  
9 this Settlement Agreement and applicable law, and providing copies of same to Defendant; and  
10 (9) such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator  
11 to perform.

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

17 C. **Notice to Class Members.** Class Members will be provided notice of the Settlement  
18 (“Class Notice”) in the following manner:

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

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

3. Prior to mailing the Class Notice to the Class, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct the Class Members' addresses, contained in the Class List, for any known or identifiable address 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. Class Members who received a re-mailed Notice shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

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

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

3. Any Class Member who submits a timely and valid Opt Out Request will not be entitled to recovery under the Settlement and will not be bound by the Settlement or the order granting final approval of the Settlement and judgment based thereon, except as provided for herein

1 with respect to the PAGA Members. A Class Member who opts out of the Settlement does not have  
2 the right to object, appeal, or comment on the Settlement. Class Members who do not submit a timely  
3 and valid Opt Out Request shall be bound by all terms of the Settlement and the order granting final  
4 approval of the Settlement and judgment based thereon.

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

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

10 E. **Procedure to Object to Settlement.**

11 1. Any Class Member who seeks to object to the Settlement may do so by filing his or  
12 her objection with the Court and/or submitting a copy of the objection on the Settlement  
13 Administrator by mail. The objection must: (a) contain the objecting Class Member's full name,  
14 address, telephone number, last four digits of his or her Social Security number, and signature; (b)  
15 contain the words "Notice of Objection" or "Formal Objection"; (c) contain the case name and  
16 number of the Action; (d) a clear and concise statement, including factual and legal arguments,  
17 explaining his or her objection(s) to the Settlement; (e) contain a statement indicating whether or not  
18 the Class Member is represented by counsel and identifying any such legal counsel; (f) contain a  
19 statement indicating whether the Class Member intends to appear at the Final Approval Hearing to  
20 present his or her objection(s); (g) list any witnesses the objecting Class Member may call to testify  
21 at the Final Approval Hearing; and (h) be filed with the Court and/or submitted to the Settlement  
22 Administrator no later than the Response Deadline. The date of the postmark on the objection  
23 submission to the Settlement Administrator shall be the exclusive means used to determine whether  
24 a Class Member has timely submitted his or her written objection on the Settlement Administrator.  
25 Within three (3) business days of receiving any objection to the Settlement, the Settlement

1 Administrator shall provide copies of such objections to Class Counsel and Defendant's Counsel.  
2 The Settlement Administrator shall also attach copies of such objections to its declaration that is filed  
3 with the Court in advance of the Final Approval Hearing.  
4

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

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

10 F. **Workweeks Disputes.** A Wage and Hour Class Member may dispute the accuracy  
11 of the Workweeks credited to him or her in conformity with the instructions in the Class Notice  
12 ("Workweeks Dispute"). Any such Workweeks Dispute must be in writing and must: (a) contain the  
13 Wage and Hour Class Member's full name, address, telephone number, last four digits of his or her  
14 Social Security number, and signature; (b) contain the case name and number of the Action; (c)  
15 contain a clear statement explaining that he or she disputes the number of Workweeks credited to  
16 him or her and what he or she contends is the correct number that should be credited to him or her;  
17 (d) any documentation that he or she has to support the dispute; and (e) be mailed to the Settlement  
18 Administrator, postmarked on or before the Response Deadline. The Settlement Administrator shall  
19 provide copies of all Workweek Disputes to Class Counsel and Defendant's Counsel within three (3)  
20 business days of receipt, and shall immediately attempt to resolve all such disputes with the  
21 assistance of Defendant's Counsel and Class Counsel. In the event of a dispute, Defendant's records  
22 regarding the number of Workweeks of the Wage and Hour Class Member shall be presumed to be  
23 correct and the Wage and Hour Class Member will bear the burden of proof (*i.e.* a Class Member  
24 who fails to provide written proof will have his or her challenge denied). The Settlement  
25 Administrator shall investigate the challenge, requesting information from Defendant as necessary  
26 and make the final determination of whether any additional amount is owed. All Workweek Disputes

will be resolved and decided by the Settlement Administrator and the Settlement Administrator's decision on all Workweeks Disputes will be final and non-appealable.

G. **Credit Report Claim Disputes.** An FCRA/ICRAA Class Member or CCRAA Class Member may dispute the accuracy of the number of Credit Reports which he or she was subjected to by Defendant in conformity with the instructions in the Class Notice ("Credit Report Class Dispute(s)"). Any such Credit Report Class Dispute must be in writing and must: (a) contain the FCRA/ICRAA Class Member's or CCRAA Class Member's full name, address, telephone number, last four digits of his or her Social Security number, and signature; (b) contain the case name and number of the Action; (c) contain a clear statement explaining that he or she disputes the number of Credit Reports credited to him or her for executing Defendant's Credit Report and what he or she contends is the correct number that should be credited to him or her; (d) any documentation that he or she has to support the dispute; and (e) be mailed to the Settlement Administrator, postmarked on or before the Response Deadline. The Settlement Administrator shall provide copies of all Credit Report Class Disputes to Class Counsel and Defendant's Counsel within three (3) business days of receipt, and shall immediately attempt to resolve all such disputes with the assistance of Defendant's Counsel and Class Counsel. In the event of a dispute, Defendant's records regarding the number of Credit Reports of the FCRA/ICRAA Class Member or CCRAA Class Member shall be presumed to be correct and the FCRA/ICRAA Class Member or CCRAA Class Member will bear the burden of proof (*i.e.* a FCRA/ICRAA Class Member or CCRAA Class Member who fails to provide written proof will have his or her challenge denied). The Settlement Administrator shall investigate the challenge, requesting information from Defendant as necessary and make the final determination of whether any additional amount is owed. All Credit Report Disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator's decision on all Credit Report Class Disputes will be final and non-appealable.

H. **Final Approval.**

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

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

3. After entry of the Final Approval Order and Judgment, the Court shall have continuing and exclusive jurisdiction over the Action for purposes of: (i) administration and consummation of the terms of this Settlement Agreement; (ii) enforcing, constructing, and interpreting this Settlement Agreement; (iii) addressing such post-judgment matters as may be appropriate under Court rules or applicable law; and (iv) enforcing, constructing, and interpreting

1 the Final Approval Order and Judgment, including, but not limited to, the provisions therein  
2 enjoining any further litigation of Released Claims, and over Plaintiff and all Settlement Class  
3 Members (and their attorneys and law firms) in connection therewith.

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5 **V. SETTLEMENT TERMS**

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

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

18 C. **Allocation of Settlement Proceeds.**

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

20 1. Class Counsel's Attorneys' Fees, as approved by the Court, in an amount not to  
21 exceed 33.3% of the Gross Settlement Amount, currently ONE HUNDRED EIGHT THOUSAND  
22 THREE HUNDRED THIRTY THREE DOLLARS AND THIRTY-THREE CENTS (\$108,333.33.)  
23 The fees shall be detailed in Class Counsel's application for fees and costs in this Action, to be heard  
24 at the time of Final Approval. Class Counsel is responsible for any and all taxes associated with any  
25 payments to Class Counsel under this Settlement Agreement. In the event that the Court reduces or  
26 does not approve the requested Class Counsel Attorney's fees, Class Counsel shall not have the right

1 to revoke this Settlement Agreement, and it will remain binding.

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

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

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

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2 5. In consideration of claims made under the Fair Credit Reporting Act, Investigative  
3 Consumer Reporting Agency Act, and Consumer Credit Reporting Agencies Act, Class Counsel will  
4 request that the Court approve allocation of FIVE THOUSAND DOLLARS (\$5,000.00) of the Gross  
5 Settlement Amount to the Credit Report Claim Settlement Cash Payment. The Credit Report Claim  
6 Settlement Cash Payment will be distributed pro rata to each FCRA/ICRAA Class Member of  
7 CCRAA Class Member based upon the number of Credit Reports he or she was subjected to by  
8 Defendant. The entire Credit Report Claim Class Settlement Payment will be paid out of the Gross  
9 Settlement Amount. The Court's adjustment, if any, of the amount allocated to Credit Report Claim  
10 Participants in the Action, will not invalidate this Agreement.

11 6. The Settlement Administration Costs, as approved by the Court, in an amount  
12 estimated not to exceed SIX THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS  
13 (\$6,500); and

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

16 D. **Distribution of Settlement Proceeds.**

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

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

25 3. The Settlement Administrator will be responsible for calculating each Settlement  
26 Class Member's share of the Net Settlement Amount ("Individual Settlement Share"), as follows:

1 The Net Settlement Amount will be divided by the total number of Workweeks worked by all of the  
2 Settlement Class Members to yield a "Class Weekly Rate." Each Settlement Class Member's  
3 respective number of Workweeks will be multiplied by the Class Weekly Rate, to yield his or her  
4 respective Individual Settlement Share. Each Individual Settlement Share shall be allocated 25% to  
5 wages (to be reported on IRS Form W-2), 75% to penalties and interest (to be reported on IRS Form  
6 1099, if applicable). Defendant will pay the employer's share of payroll taxes, and contributions  
7 separately. Each Individual Settlement Share from the Credit Report Claim Settlement Cash Payment  
8 shall be allocated 100% to penalties and interest (to be reported on IRS Form 1099, if applicable).  
9 Each Individual Settlement Share from the PAGA Payment shall be allocated 100% to penalties and  
10 interest (to be reported on IRS Form 1099, if applicable). Each Settlement Class Member, including  
11 Plaintiff, will be responsible for the payment of their employee share of payroll taxes. The portion  
12 of the Individual Settlement share attributable to wages will be subject to the employees' share of  
13 payroll taxes, contributions, and withholdings.

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

17 5. Any settlement checks paid to Settlement Class Members will remain valid and  
18 negotiable for one hundred eighty (180) calendar days from the date of their issuance after which  
19 they will become stale ("Check Stale Date") and shall automatically be cancelled if not cashed or  
20 deposited by Settlement Class Members within that time. Any funds remaining in the Settlement  
21 Fund Account as a result of Settlement Class Members' failure to cash or deposit their checks by the  
22 Check Stale Date, shall be transmitted in the names and respective amounts of the checks that are  
23 cancelled, to the Controller of the State of California to be held pursuant to the Unclaimed Property  
24 Law, California Civil Code section 1500 *et seq.*, for the benefit of those Settlement Class Members  
25 whose checks were cancelled, until such time that they claim their property. Defendant will not be

1 required to pay any interest on said amount. The Parties agree that this disposition results in no  
2 “unpaid residue” under California Code of Civil Procedure section 384, as the entire Net Settlement  
3 Amount will be paid out to Settlement Class Members, whether or not they cash or deposit their  
4 settlement checks.

5  
6 6. The Settlement Administrator shall prepare any and all reports and/or declarations  
7 regarding the distribution of funds under the Settlement, as ordered by the Court. The Settlement  
8 Administrator shall also undertake amended and/or supplemental tax filings and reporting, required  
9 under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any  
10 settlement checks. To the extent that the Settlement Administrator is able to obtain or receive the  
11 return or refund of the amounts that were transmitted to taxing authorities for the employer’s and  
12 employee’s share of payroll taxes, contributions, and withholding associated with cancelled  
13 Individual Settlement Payments, these amounts shall be transmitted to the non-profit organization  
14 identified in this Paragraph, along with the funds associated with cancelled settlement checks.

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

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

25 E. **Class Counsel’s Attorneys’ Fees.** Defendant will not oppose Class Counsel’s  
26 application for fees of up to 33.33%, currently ONE HUNDRED EIGHT THOUSAND THREE

1 HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$108,333.33) of  
2 the Gross Settlement Amount. Defendant will not be obligated to pay any Attorneys' Fees of Class  
3 Counsel, Plaintiff, or Class Members above this amount except as provided for herein. Class  
4 Counsel's fee application must be submitted with supporting documentation, and heard at the time  
5 of the Final Approval Hearing. No part of the Gross Settlement Amount will be used to pay any  
6 attorney's fees of Class Counsel, Plaintiff, or Class Members above this amount. Class Counsel's  
7 fees are subject to court approval.

8 F. **Class Counsel's Litigation Costs.** Defendant will not oppose Class Counsel's  
9 application for reimbursement of Litigation Costs and expenses of up TWENTY FIVE THOUSAND  
10 DOLLARS AND ZERO CENTS (\$25,000). Defendant will not be obligated to pay any costs of  
11 Class Counsel, Plaintiff, or Class Members above this amount. No part of the Gross Settlement  
12 Amount will be used to pay any costs of Class Counsel, Plaintiff, or Class Members above this  
13 amount. Class Counsel's request for costs must be submitted with its fee application and with  
14 supporting documentation, and heard at the time of the Final Approval Hearing. Class Counsel's  
15 Litigation Costs are subject to approval by the Court.

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

24 H. **Settlement Administration Costs.** The Parties agree the Settlement Administration  
25 Costs shall be deducted from the Gross Settlement Amount, subject to approval by the Court.

Settlement Administration Costs are estimated not to exceed SIX THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$6,500.00).

I. **Tax Treatment.**

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

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

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

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

c. No attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of

whether such limitation is legally binding) upon disclosure by him or her of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

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

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

VI. **NULLIFICATION OF THE JOINT STIPULATION**

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

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

VII. **DUTIES OF THE PARTIES**

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

B. **Mutual Cooperation.** The Parties agree to cooperate to accomplish and implement the terms of this Joint Stipulation. Such cooperation will include, but not be limited to, execution of such other documents and taking such other actions as may reasonably be necessary to fulfill the

1 terms of this Joint Stipulation. The Parties will use their reasonable best efforts, including all efforts  
2 contemplated by this Joint Stipulation and any other efforts that may become necessary by court  
3 order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon as  
4 practicable after execution of this Joint Stipulation, Class Counsel, with the cooperation of Defendant  
5 and its counsel, will try to secure Preliminary Approval and Final Approval.

6  
7 C. **Duty to Support and Defend the Settlement.** The Parties agree the settlement is fair  
8 and reasonable and will so represent to the Court. The Parties agree to abide by all terms of the Joint  
9 Stipulation in good faith and to support the Joint Stipulation fully, and to use their best efforts to  
10 defend this Settlement from any legal challenge, whether by appeal or collateral attack. Plaintiff  
11 agrees to take all steps necessary to implement and effectuate the Settlement.

## 12 **VIII. MISCELLANEOUS PROVISIONS**

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

### 17 B. **No Admission of Liability.**

18 1. This Joint Stipulation is not an admission of liability by Defendant or any of the  
19 Released Parties. Defendant and the Released Parties deny that they have engaged in any unlawful  
20 activity, have failed to comply with the law in any respect, have any liability to anyone under the  
21 claims asserted in the Action, or that, but for the Settlement, a class could be certified in the Action.  
22 This Settlement Agreement is entered into solely for the purpose of compromising highly disputed  
23 claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by  
24 Defendant or the Released Parties of liability or wrongdoing, or an admission by Plaintiff that any  
25 of his claims were non-meritorious or any defenses to his claims were meritorious. This Settlement  
26 and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on,

1 and will not be admissible in connection with, any litigation (other than solely in connection with the  
2 Settlement).

3  
4 2. The Parties have agreed to class certification for the sole purpose of effectuating this  
5 Settlement. Should the Settlement not be approved by the Court, or should the Judgment regarding  
6 the Settlement not become final, the fact that the Parties were willing to stipulate to class certification  
7 as part of the Settlement will have no bearing on, and will not be admissible in connection with, the  
8 issue of whether a class should be certified in a non-settlement context in the Action, or any other  
9 action, and in any of those events Defendant and the Released Parties expressly reserve the right to  
10 oppose class certification.

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

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

24 C. **No Impact on Benefit Plans.** It is expressly understood and agreed that the receipt  
25 of any payment under the Settlement will not entitle Plaintiff or any Settlement Class Member to  
26 additional compensation or benefits under any company bonus, contract, incentive plan, contest, or

1 other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
2 any Settlement Class Member to any increased retirement, 401(k) or matching benefits, or deferred  
3 compensation benefits. It is also expressly understood and agreed that any payments made to Plaintiff  
4 and Settlement Class Members under the terms of this Settlement Agreement do not represent any  
5 modification of previously credited length of service or other eligibility criteria under any bonus  
6 plan, incentive plan, contract, employee pension benefit plan, or employee welfare plan sponsored  
7 by any of the Released Parties or to which any of the Released Parties are required to make  
8 contributions. All payments under the Settlement shall be deemed to be paid to Plaintiff and  
9 Settlement Class Members solely in the year in which such payments actually are received by them.  
10 Further, any payments made under this Settlement Agreement shall not be considered compensation  
11 in any year for purposes of determining eligibility for, or benefit accrual within, any employee  
12 pension benefit plan or employee welfare benefit plan sponsored by any of the Released Parties or  
13 to which any of the Released Parties are required to make contributions. It is the Parties' intent that  
14 the Individual Settlement Shares provided for in this Settlement Agreement are the sole payments to  
15 be made by Defendant to the Settlement Class Members, and that the Settlement Class Members are  
16 not entitled to any new or additional compensation or benefits as a result of having received the  
17 Individual Settlement Shares (notwithstanding any contrary language or agreement in any benefit or  
18 compensation plan document that might have been in effect during the Class Period).

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

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

24 **F. Continuing Jurisdiction.** Even after entry of judgment in the Action based on the  
25 Settlement, the Court will retain continuing jurisdiction to enforce the Settlement pursuant to  
26

California Rules of Court 3.769 and California Code of Civil Procedure section 664.6.

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

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

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

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

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

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

M. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to

1 affect the implementation of the Settlement. In the event the Parties are unable to reach agreement  
2 on the form or content of any document needed to implement this Settlement Agreement, or on any  
3 supplemental provisions that may become necessary to effectuate the terms of this Settlement  
4 Agreement, the Parties will seek the assistance of the Court, and in all cases all such documents,  
5 supplemental provisions and assistance of the Court will be consistent with this Settlement  
6 Agreement.

7  
8 N. **Dates.** If any of the dates in the Joint Stipulation fall on a weekend, bank holiday, or  
9 court holiday, the time to act shall be extended to the next business day.

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

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

Class Members count increases by more than five (5%) percent, the portion of the Gross Settlement Fund allocated to the Credit Reporting Claims payment will increase by a percentage by which the actual number of FCRA/ICRAA Class Member(s) and CCRAA Class Members exceeds 105% of the estimated number of FCRA/ICRAA Class Member(s) and CCRAA Class Members.

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

**IT IS SO AGREED.**

DATED: February 17, 2023

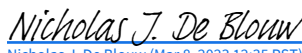
**JACKSON LEWIS P.C.**

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

**APPROVED AS TO FORM:**

DATED: March 8, 2023

**BLUMENTHAL, NORDREHAUG & BHOWMIK  
LLP**

By:   
Nicholas J. De Blouw (Mar 8, 2023 12:35 PST)  
Andrew G. Ronan  
Aparajit Bhowmik  
Christine T. LeVu  
Jeffrey S. Herman

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Kyle R. Nordenhaug  
Attorneys for Plaintiff

DATED: February 17, 2023

**ZAKAY LAW GROUP, APLC**

By:   
Shani Zackay  
Attorneys for Plaintiff  
NORMAN RESPASS

DATED: February 17, 2023

**JCL LAW FIRM**

By:   
Jean-Claude Lapuyade  
Attorneys for Plaintiff  
NORMAN RESPASS

4864-9142-3495, v. 1  
4858-7149-2139, v. 2  
4858-7149-2139, v. 2  
4858-7149-2139, v. 2  
4858-7149-2139, v. 2

# **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.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p><b>Your estimated PAGA Settlement Share is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p>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.</p> |
| <b>Exclude Yourself</b>                                             | <p>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 <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                                                                                                                                         |
| <b>Object</b>                                                       | <p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**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](http://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](mailto: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](mailto: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](mailto: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](mailto: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 9<sup>th</sup> 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**

**FILED/ENDORSED**

MAR - 3 2023

By: V. Aleman  
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
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

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Hearing Date: December 9, 2022  
Hearing Time: 9:00am

Judge: Hon. Lauri A. Damrell  
Department: 28

RECEIVED  
FEB 28 2023

**~~PROPOSED~~ ORDER GRANTING PRELIM. APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2       The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this  
3 Court, on December 9, 2022 in Department 28 before the Honorable Lauri A. Damrell, presiding. The  
4 Court having considered the papers submitted in support of the application of the parties, **HEREBY**  
5 **ORDERS THE FOLLOWING:**

6       1.     The Court grants preliminary approval of the Settlement and the Settlement Class based  
7 upon the terms set forth in the Joint Stipulation of Class Action Settlement ("Agreement") filed herewith.  
8 All terms used herein shall have the same meaning as defined in the Agreement.

9       2.     The Settlement set forth in the Agreement, for a Gross Settlement Amount of \$325,000,  
10 appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of  
11 reasonableness and appears to be presumptively valid, subject only to any objections that may be raised  
12 at the final fairness hearing and final approval by this Court. It further appears that investigation and  
13 research have been conducted such that counsel for the Parties are able to reasonably evaluate their  
14 respective positions. It further appears to the Court that settlement at this time will avoid substantial  
15 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further  
16 prosecution of the Action. It further appears that the Settlement has been reached as the result of  
17 intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the  
18 settlement according to the terms of the Agreement and in conformity with this Order. The Court has  
19 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds  
20 that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable  
21 when balanced against the probable outcome of further litigation relating to certification, liability, and  
22 damages issues.

23       3.     A final fairness hearing on the question of whether the proposed Settlement, attorneys'  
24 fees to Class Counsel, costs of administration and the incentive payment to Plaintiff should be finally  
25 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 28  
26 on the date and time set forth in the implementation schedule in Paragraph 12 below.

1           4.     This Court approves, as to form and content, the Notice of Pendency of Class Action and  
2 Proposed Settlement, which is attached hereto as Exhibit 1. The Court approves the procedure for Class  
3 Members to opt out of, or to object to, the Settlement as set forth in the Agreement and Notice.

4           5.     The Court directs the mailing of the Notice of Pendency of Class Action and Proposed  
5 Settlement by first class mail to the Class Members in accordance with the Implementation Schedule set  
6 forth below. The Court finds the dates selected for the mailing and distribution of the Notice, as set  
7 forth in the Implementation Schedule, meet the requirements of due process and provide the best notice  
8 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled  
9 thereto.

10          6.     Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class  
11 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and  
12 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiff's and Class Counsel's  
13 applications for the incentive payment to Plaintiff, and Class Counsel's request for attorneys' fees and  
14 litigation costs; (3) a formula used to determine the Class Member's estimated Individual Settlement  
15 Payment; (4) how to claim a share of the proceeds under the Settlement, and Class Members' right to  
16 appear through counsel if they desire; (5) how to object to the Settlement or to opt-out if a Class Member  
17 wishes to do so; and (6) how to obtain additional information regarding the Action and the Settlement.  
18 (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of  
19 Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class  
20 Members of their rights under the settlement. Counsel for the Parties are authorized to correct any  
21 typographical errors in the Notice Packet and make clarifications, to the extent the same are found or  
22 needed, so long as such corrections do not materially alter the substance of the documents. The Court  
23 further finds that the distribution of the Class Notice is substantially in the manner and form set forth in  
24 the Agreement and this Order meets the requirements of due process, is the best notice practicable under  
25 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court  
26 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.  
27          7.     It is ordered that the Settlement Class is preliminarily certified for settlement purposes  
28 only. For Settlement purposes only, the Court conditionally certifies the Class, consisting of the

1 following sub-classes: "all individuals who are or previously were employed by Defendant in California  
2 and classified as non-exempt employees (the "Wage and Hour Class" or "Wage and Hour Class  
3 Member(s)"); all employees or prospective employees of Defendant in California who executed  
4 Defendant's standard background check disclosure and authorization form (the "FCRA/ICRAA Class"  
5 or "FCRA/ICRAA Class Member(s)"); all persons in California who executed Defendant's standard  
6 background check disclosure and authorization form in connection with prospective employment (the  
7 "CCRAA Class" or "CCRAA Class Member(s)") (collectively the "Class Members")." The Class  
8 Periods are as follows: September 23, 2016 through February 28, 2022 ("Wage and Hour Class  
9 Period"), September 23, 2018 to February 28, 2022 ("FCRA/ICRAA Class Period"), September 23,  
10 2018 to February 28, 2022 ("CCRAA Credit Report Class Period").

11 8. The Court concludes that, for settlement purposes only, the Class meets the requirements  
12 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is  
13 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions  
14 of law and fact predominate, and there is a well-defined community of interest amongst the Class  
15 Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiff are  
16 typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately  
17 protect the interests of the Class Members; (e) a class action is superior to other available methods for  
18 the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel  
19 for the Class.

20 9. The Court confirms Plaintiff Norman Respass as Class Representative, and Shani O.  
21 Zakay of Zakay Law Group, APLC, Jean-Claude Lapuyade of JCL Law Firm, APC and Nicholas J. De  
22 Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

23 10. The Court confirms the appointment of ILYM Group, Inc. as the Settlement  
24 Administrator.

25 11.

26 12. The Court orders the following Implementation Schedule for further proceedings:

|          |    |                                                               |
|----------|----|---------------------------------------------------------------|
| 27<br>28 | a. | 21 calendar days after Order<br>granting Preliminary Approval |
|----------|----|---------------------------------------------------------------|

|    |                                                                                                                                                                                         |                                                                                                                 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|    | <b>Deadline for Defendant to Submit Class Member Information to Settlement Administrator</b>                                                                                            |                                                                                                                 |
| b. | <b>Deadline for Settlement Administrator to Mail Notice and Notice of Settlement Award Form to Class Members</b>                                                                        | <b>14 calendar days after receiving Class Member Information from Defendants</b>                                |
| c. | <b>Deadline for Class Members to Postmark Requests for Exclusion</b>                                                                                                                    | <b>45 calendar days after mailing of the Notice</b>                                                             |
| d. | <b>Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement</b>                                                                             | <b>45 calendar days after mailing of the Notice</b>                                                             |
| e. | <b>Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Incentive Payment</b>                                  | <b>16 Court days before Final Approval Hearing</b>                                                              |
| f. | <b>Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing</b>                                                                                  | <b>16 Court days before Final Approval Hearing</b>                                                              |
| g. | <b>Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)</b>                                                                    | <b>15 calendar days after the Settlement Administrator receives all potential opt-outs</b>                      |
| h. | <b>Final Fairness Hearing and Final Approval</b>                                                                                                                                        |                                                                                                                 |
| i. | <b>Deadline for Defendants to fund Settlement</b>                                                                                                                                       | <b>10 calendar days after Effective Date</b>                                                                    |
| j. | <b>Deadline for Settlement Administrator to mail the Settlement Payments and the Incentive Payment, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)</b> | <b>21 calendar days after Effective Date</b>                                                                    |
| k. | <b>Deadline for Class Members to cash Settlement Payment checks (if Settlement is Effective)</b>                                                                                        | <b>180 calendar days after Settlement Administrator mails the Settlement Payments and the Incentive Payment</b> |

|    |                                                                                                                                      |                                                                                                |
|----|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| 1. | Deadline for Settlement Administrator to distribute uncashed check amount to <i>cy pres</i> beneficiary (if Settlement is Effective) | Within 14 calendar days after the deadline for Class Members to cash Settlement Payment checks |
|----|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|

13. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

14. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the settlement of the Action.

IT IS SO ORDERED.

Dated: 3/3/23

  
HON. LAURIE A. DAMRELL  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT 3**

## Natalia Michele

---

**From:** DIR PAGA Unit <lwdadonotreply@dir.ca.gov>  
**Sent:** Tuesday, November 15, 2022 11:16 AM  
**To:** Natalia Michele  
**Subject:** Thank you for your Proposed Settlement Submission

11/15/2022 11:15:09 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

# **EXHIBIT 4**

# **EXHIBIT 5**

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY<br>DATE          | POSTING | EMPLOYEE             | MEMO/DESCRIPTION                                                        | RATE   | DURATION | AMOUNT | BALANCE  |
|---------------------------|---------|----------------------|-------------------------------------------------------------------------|--------|----------|--------|----------|
| Respass v Scion (002-229) |         |                      |                                                                         |        |          |        |          |
| 01/17/2020                | No      | Jean Claude Lapuyade | Mediation - Drafted Revised Settlement Demand                           | 550.00 | 1:30     | 825.00 | 825.00   |
| 08/30/2021                | No      | Jean Claude Lapuyade | Meet and Confer w/ OC Re Mediation                                      | 550.00 | 1:00     | 550.00 | 1,375.00 |
| 08/31/2021                | No      | Jean Claude Lapuyade | Drafted Settlement Demand                                               | 550.00 | 1:30     | 825.00 | 2,200.00 |
| 10/05/2021                | No      | Jean Claude Lapuyade | Drafted Settlement Communication to Opposing Counsel                    | 550.00 | 1:00     | 550.00 | 2,750.00 |
| 11/19/2021                | No      | Jean Claude Lapuyade | Pleading - Stipulation to Remand                                        | 550.00 | 0:24     | 220.00 | 2,970.00 |
| 11/23/2021                | No      | Jean Claude Lapuyade | Pleading- Joint Stipulation to Remand, Proposed Order                   | 550.00 | 0:30     | 275.00 | 3,245.00 |
| 02/02/2022                | No      | Jean Claude Lapuyade | TCW Client Re Case Status                                               | 550.00 | 1:00     | 550.00 | 3,795.00 |
| 04/28/2022                | No      | Jean Claude Lapuyade | TCW Client Re Case Status                                               | 550.00 | 0:30     | 275.00 | 4,070.00 |
| 05/05/2022                | No      | Jean Claude Lapuyade | Emails to/from OC Re Settlement Agreement Terms                         | 550.00 | 0:18     | 165.00 | 4,235.00 |
| 05/05/2022                | No      | Jean Claude Lapuyade | Drafted Individual SAR                                                  | 550.00 | 1:30     | 825.00 | 5,060.00 |
| 05/06/2022                | No      | Jean Claude Lapuyade | Drafted Individual SAR                                                  | 550.00 | 1:48     | 990.00 | 6,050.00 |
| 05/12/2022                | No      | Jean Claude Lapuyade | Settlement - Reviewed and Revised Settlement Agreement                  | 550.00 | 1:18     | 715.00 | 6,765.00 |
| 05/16/2022                | No      | Jean Claude Lapuyade | Emails to/from following up on comments to SAR and Individual Agreement | 550.00 | 0:18     | 165.00 | 6,930.00 |
| 05/17/2022                | No      | Jean Claude Lapuyade | Email to OC re SARS                                                     | 550.00 | 0:12     | 110.00 | 7,040.00 |
| 05/18/2022                | No      | Jean Claude Lapuyade | Emails to/from OC re comments to SARs                                   | 550.00 | 0:18     | 165.00 | 7,205.00 |
| 05/23/2022                | No      | Jean Claude Lapuyade | Emails to/from OC re SARS                                               | 550.00 | 0:24     | 220.00 | 7,425.00 |
| 05/26/2022                | No      | Jean Claude Lapuyade | Emails to/from OC re comments to SARS                                   | 550.00 | 0:18     | 165.00 | 7,590.00 |
| 05/31/2022                | No      | Jean Claude Lapuyade | Emails to/from OC re PAGA SAR and Individual Agreement.                 | 550.00 | 0:18     | 165.00 | 7,755.00 |
| 06/01/2022                | No      | Jean Claude Lapuyade | Email to OC re comments to SARS.                                        | 550.00 | 0:12     | 110.00 | 7,865.00 |
| 06/01/2022                | No      | Jean Claude Lapuyade | Settlement - Reviewed and Revised Settlement Per Defense Edits          | 550.00 | 1:06     | 605.00 | 8,470.00 |
| 06/06/2022                | No      | Jean Claude Lapuyade | Email to/from OC regarding Class SAR.                                   | 550.00 | 0:18     | 165.00 | 8,635.00 |
| 06/07/2022                | No      | Jean Claude Lapuyade | Emails to/from OC re Class SAR and Individual Agreement.                | 550.00 | 0:18     | 165.00 | 8,800.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY DATE | POSTING | EMPLOYEE             | MEMO/DESCRIPTION                                                                                          | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------|---------|----------------------|-----------------------------------------------------------------------------------------------------------|--------|----------|----------|-----------|
| 06/10/2022    | No      | Jean Claude Lapuyade | Emails to/from OC re updated data for SAR                                                                 | 550.00 | 0:18     | 165.00   | 8,965.00  |
| 06/20/2022    | No      | Jean Claude Lapuyade | Email to OC re data required to request an admin bid.                                                     | 550.00 | 0:12     | 110.00   | 9,075.00  |
| 06/23/2022    | No      | Jean Claude Lapuyade | Phone Call with client re status and timeline.                                                            | 550.00 | 0:24     | 220.00   | 9,295.00  |
| 06/23/2022    | No      | Jean Claude Lapuyade | Settlement - Revised Agreement and Sent to OPC                                                            | 550.00 | 0:30     | 275.00   | 9,570.00  |
| 06/23/2022    | No      | Jean Claude Lapuyade | TCW Client Re Settlement                                                                                  | 550.00 | 0:48     | 440.00   | 10,010.00 |
| 06/24/2022    | No      | Jean Claude Lapuyade | Emails to/from OC re finalizing SARs.                                                                     | 550.00 | 0:18     | 165.00   | 10,175.00 |
| 06/25/2022    | No      | Jean Claude Lapuyade | Settlement - Emails to/from OPC RE Settlement                                                             | 550.00 | 0:18     | 165.00   | 10,340.00 |
| 06/27/2022    | No      | Jean Claude Lapuyade | Emails to/from OC re finalizing Class SAR and Individual SAR                                              | 550.00 | 0:18     | 165.00   | 10,505.00 |
| 06/28/2022    | No      | Jean Claude Lapuyade | Emails to/from OPC RE Settlement Agreement                                                                | 550.00 | 0:30     | 275.00   | 10,780.00 |
| 06/29/2022    | No      | Jean Claude Lapuyade | Phone Call with client re update on settlement agreements.                                                | 550.00 | 0:24     | 220.00   | 11,000.00 |
| 06/30/2022    | No      | Jean Claude Lapuyade | Emails following up with OC re SAR.                                                                       | 550.00 | 0:12     | 110.00   | 11,110.00 |
| 07/03/2022    | No      | Jean Claude Lapuyade | Settlement - Emails to/from OPC Re Settlement Agreement                                                   | 550.00 | 0:36     | 330.00   | 11,440.00 |
| 07/05/2022    | No      | Jean Claude Lapuyade | Email to OC re revised SAR.                                                                               | 550.00 | 0:12     | 110.00   | 11,550.00 |
| 07/06/2022    | No      | Jean Claude Lapuyade | Emails to OC re finalizing Class SAR.                                                                     | 550.00 | 0:12     | 110.00   | 11,660.00 |
| 07/11/2022    | No      | Jean Claude Lapuyade | Phone call and emails to/from OC re SARs.                                                                 | 550.00 | 0:18     | 165.00   | 11,825.00 |
| 07/14/2022    | No      | Jean Claude Lapuyade | Emails to/from OC re class data needed to finalize SAR and request admin bid.                             | 550.00 | 0:18     | 165.00   | 11,990.00 |
| 07/26/2022    | No      | Jean Claude Lapuyade | Emails to/from settlement administrator re admin bid.                                                     | 550.00 | 0:18     | 165.00   | 12,155.00 |
| 07/27/2022    | No      | Jean Claude Lapuyade | Settlement - Reviewed, Revised and Finalized Settlement Agreement                                         | 550.00 | 1:18     | 715.00   | 12,870.00 |
| 07/29/2022    | No      | Jean Claude Lapuyade | Review of OC's proposed changes to settlement agreements. Revised and returned to OC for review/approval. | 550.00 | 0:36     | 330.00   | 13,200.00 |
| 08/02/2022    | No      | Jean Claude Lapuyade | Emails to/from OC re finalizing SAR.                                                                      | 550.00 | 0:18     | 165.00   | 13,365.00 |
| 08/08/2022    | No      | Jean Claude Lapuyade | Phone call with client regarding executed SARs and next steps/timeline.                                   | 550.00 | 0:24     | 220.00   | 13,585.00 |
| 08/08/2022    | No      | Jean Claude Lapuyade | Drafted Joint Motion to Remand and Proposed Order.                                                        | 550.00 | 2:06     | 1,155.00 | 14,740.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY<br>DATE | POSTING | EMPLOYEE             | MEMO/DESCRIPTION                                                        | RATE   | DURATION | AMOUNT   | BALANCE   |
|------------------|---------|----------------------|-------------------------------------------------------------------------|--------|----------|----------|-----------|
| 08/09/2022       | No      | Jean Claude Lapuyade | Law and Motion - Drafted, Reviewed and Revised Stip Re Remand           | 550.00 | 1:24     | 770.00   | 15,510.00 |
| 08/10/2022       | No      | Jean Claude Lapuyade | Revised Joint Motion and proposed order. Circulated with OC.            | 550.00 | 0:24     | 220.00   | 15,730.00 |
| 08/12/2022       | No      | Jean Claude Lapuyade | Email to OC re Joint Motion to Remand and Proposed Order.               | 550.00 | 0:12     | 110.00   | 15,840.00 |
| 08/15/2022       | No      | Jean Claude Lapuyade | Settlement - Emails to/from OC Re Settlement Agreement                  | 550.00 | 0:30     | 275.00   | 16,115.00 |
| 08/16/2022       | No      | Jean Claude Lapuyade | Law and Motion - R&R Joint Motion to Remand                             | 550.00 | 1:00     | 550.00   | 16,665.00 |
| 08/16/2022       | No      | Jean Claude Lapuyade | Emails to/from OC re Motion to Remand.                                  | 550.00 | 0:18     | 165.00   | 16,830.00 |
| 08/17/2022       | No      | Jean Claude Lapuyade | Phone call with client regarding timing of payment.                     | 550.00 | 0:24     | 220.00   | 17,050.00 |
| 08/18/2022       | No      | Jean Claude Lapuyade | Law and Motion - R&R Defendant's edits to MPA                           | 550.00 | 0:18     | 165.00   | 17,215.00 |
| 10/12/2022       | No      | Jean Claude Lapuyade | Case Management - TCW Client Re Status and Timeline                     | 550.00 | 0:48     | 440.00   | 17,655.00 |
| 11/14/2022       | No      | Jean Claude Lapuyade | Law and Motion - R&R MPA                                                | 550.00 | 1:54     | 1,045.00 | 18,700.00 |
| 11/15/2022       | No      | Jean Claude Lapuyade | Case Management - Email to/from OC Re CMS                               | 550.00 | 0:12     | 110.00   | 18,810.00 |
| 01/26/2023       | No      | Jean Claude Lapuyade | Law and Motion - Emails to/from CO Counsel and OC Re Support MPA Papers | 550.00 | 1:12     | 660.00   | 19,470.00 |
| 02/09/2023       | No      | Jean Claude Lapuyade | Law and Motion - R&R COurt's Tentative                                  | 550.00 | 0:30     | 275.00   | 19,745.00 |
| 02/10/2023       | No      | Jean Claude Lapuyade | Law and Motion - R&R Report Re MPA Hearing                              | 550.00 | 0:18     | 165.00   | 19,910.00 |
| 03/08/2023       | No      | Jean Claude Lapuyade | Settlement - Emails to/from Admin Re Timeline                           | 550.00 | 0:18     | 165.00   | 20,075.00 |
| 03/09/2023       | No      | Jean Claude Lapuyade | Settlement - Emails to/from Admin Re Notice Documents                   | 550.00 | 0:30     | 275.00   | 20,350.00 |
| 03/27/2023       | No      | Jean Claude Lapuyade | Settlement - Emails to/from Admin and OC Re Class Data                  | 550.00 | 0:30     | 275.00   | 20,625.00 |
| 03/31/2023       | No      | Jean Claude Lapuyade | Settlement - R&R Admin Calculations                                     | 550.00 | 0:54     | 495.00   | 21,120.00 |
| 04/03/2023       | No      | Jean Claude Lapuyade | Settlement - R&R preliminary calculations                               | 550.00 | 0:30     | 275.00   | 21,395.00 |
| 04/14/2023       | No      | Jean Claude Lapuyade | Settlement - R&R Admin Report                                           | 550.00 | 0:12     | 110.00   | 21,505.00 |
| 04/29/2023       | No      | Jean Claude Lapuyade | Settlement - R&R Admin Report                                           | 550.00 | 0:18     | 165.00   | 21,670.00 |
| 05/08/2023       | No      | Jean Claude Lapuyade | Settlement - R&R Admin Report                                           | 550.00 | 0:24     | 220.00   | 21,890.00 |
| 05/12/2023       | No      | Jean Claude Lapuyade | Settlement - R&R Admin Report                                           | 550.00 | 0:18     | 165.00   | 22,055.00 |

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY<br>DATE                    | POSTING | EMPLOYEE             | MEMO/DESCRIPTION                                                                   | RATE   | DURATION | AMOUNT      | BALANCE   |
|-------------------------------------|---------|----------------------|------------------------------------------------------------------------------------|--------|----------|-------------|-----------|
|                                     |         | Lapuyade             |                                                                                    |        |          |             |           |
| 05/19/2023                          | No      | Jean Claude Lapuyade | Settlement - R&R Admin Report                                                      | 550.00 | 0:18     | 165.00      | 22,220.00 |
| 05/25/2023                          | No      | Jean Claude Lapuyade | Law and Motion - R&R Admin Dec. ISO Approval                                       | 550.00 | 0:48     | 440.00      | 22,660.00 |
| 06/22/2023                          | No      | Jean Claude Lapuyade | Legal Research - Motion for Final Approval Standards (Case Law and Rules of Court) | 550.00 | 1:30     | 825.00      | 23,485.00 |
| Total for Respass v Scion (002-229) |         |                      |                                                                                    |        | 42:42    | \$23,485.00 |           |

# **EXHIBIT 6**

# JCL Law Firm

## Transaction Report

All Dates

| DATE                                | TRANSACTION<br>TYPE | NUM               | NAME                      | MEMO/DESCRIPTION                                                                                    | ACCOUNT               | SPLIT           | AMOUNT   | BALANCE |
|-------------------------------------|---------------------|-------------------|---------------------------|-----------------------------------------------------------------------------------------------------|-----------------------|-----------------|----------|---------|
| Respass v Scion (002-229)           |                     |                   |                           |                                                                                                     |                       |                 |          |         |
| 11/23/2022                          | Expense             |                   | One Legal LLC             | One Legal Order Number: 19321070 - Filing Fee Re: Joint Case Management Statement, Proof of Service | Client costs deferred | Chase Card 7349 | 72.07    | 72.07   |
| 11/30/2022                          | Journal Entry       | Nov. 2022 Postage |                           | Copies for November 2022                                                                            | Client costs deferred | -Split-         | 1.70     | 73.77   |
| 12/31/2022                          | Journal Entry       | Dec 2022 Postage  |                           | Postage for December 2022                                                                           | Client costs deferred | -Split-         | 0.57     | 74.34   |
| 12/31/2022                          | Journal Entry       | Dec 2022 Postage  |                           | Copies for December 2022                                                                            | Client costs deferred | -Split-         | 0.90     | 75.24   |
| 01/31/2023                          | Journal Entry       | Jan 2023 Postage  |                           | Copies for January 2023                                                                             | Client costs deferred | -Split-         | 5.50     | 80.74   |
| 01/31/2023                          | Journal Entry       | Jan 2023 Postage  |                           | Postage for January 2023                                                                            | Client costs deferred | -Split-         | 2.82     | 83.56   |
| 02/09/2023                          | Expense             |                   | One Legal LLC             | One Legal Order no. 19703836 - Filing Fee Re: Joint Case Management Statement, Proof of Service     | Client costs deferred | Chase Card 7349 | 72.07    | 155.63  |
| 02/28/2023                          | Journal Entry       | Feb 2023 Postage  |                           | Postage for February 2023                                                                           | Client costs deferred | -Split-         | 0.60     | 156.23  |
| 02/28/2023                          | Journal Entry       | Feb 2023 Postage  |                           | Copies for February 2023                                                                            | Client costs deferred | -Split-         | 1.00     | 157.23  |
| 03/08/2023                          | Expense             |                   | Sacramento Superior Court |                                                                                                     | Client costs deferred | Chase Card 7349 | 8.60     | 165.83  |
| 03/31/2023                          | Journal Entry       | Mar 2023 Postage  |                           | Copies for March 2023                                                                               | Client costs deferred | -Split-         | 0.10     | 165.93  |
| Total for Respass v Scion (002-229) |                     |                   |                           |                                                                                                     |                       |                 | \$165.93 |         |
| TOTAL                               |                     |                   |                           |                                                                                                     |                       |                 | \$165.93 |         |

# **EXHIBIT 7**

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

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**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

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

**Biography:**

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 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.

**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

EXAMPLES OF THE JCL LAW FIRM'S  
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *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. 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);