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Attorneys for Plaintiff ROMAN PEREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ROMAN PEREZ, individually and on behalf of
all persons similarly situated

PLAINTIFFS,

vs.

BUTLER AMERICA, LLC, a Delaware
Limited Liability Company; ZONES, LLC, a
Washington Limited Liability Company; and
Does 1 through 50, Inclusive,

DEFENDANTS.

Case No. CIV-DS2018372

**DECLARATION OF SHANI O. ZAKAY, ESQ.
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: April 11, 2023

Time: 1:30 p.m.

Judge: Hon. Joseph Ortiz .

Dept.: S17

1 I, SHANI O. ZAKAY, 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 Zakay Law Group, APLC (hereinafter “Class Counsel”). I am co-counsel of record
5 for Plaintiff ROMAN PEREZ (hereafter “Plaintiff”) in this wage and hour class action filed against
6 Defendant BUTLER AMERICA, LLC (hereinafter “Butler America”) and Defendant ZONES, LLC
7 (hereinafter “Zones”) (hereinafter collectively referred to as “Defendants” and/or “Defendant”).

8 2. This declaration is being submitted in support of Plaintiff’s motion for Preliminary
9 Approval of Class Action Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Joint the
12 Stipulation of Settlement of Class Action and PAGA Action Claims and Release of Claims
13 (“Agreement” or “Settlement Agreement”). Attached as **Exhibit “A”** to the Agreement is a true and
14 correct copy of the proposed Class Notice.

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

19 5. Attached hereto as **Exhibit “3”** is a true and correct copy of the bid for settlement
20 administration submitted by ILYM Group, Inc., in the amount of \$5,500.

21 **II. INTRODUCTION**

22 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
23 the Settlement Class is fair, reasonable, and valuable. The Settlement was negotiated by the Parties at
24 arm’s length. The Settlement confers substantial benefits to the Settlement Class. The relief offered by
25 the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs
26 pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class
27 Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class
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1 certification being denied or of Defendants prevailing at trial. Given that there are approximately 65
2 Class Members, the average gross recovery is approximately \$915.38 (Net Settlement Amount divided
3 by Class Members).

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

9 **III. FACTS AND PROCEDURE**

10 **A. Overview of the Litigation**

11 8. Defendant provides technical services and offer engineering, technology, aftermarket,
12 and other related services to defense, energy, telecommunications, and healthcare sectors. This action
13 asserts claims on behalf of non-exempt employees who were assigned to provide professional services
14 to Zones, LLC by Butler America, LLC, who performed work in California during the Class Period.
15 Plaintiff was employed by Butler America, LLC as a non-exempt employee in California from July
16 2016 to July 2019. At all times during his employment, Plaintiff earned an hourly wage and was entitled
17 to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours
18 worked. Throughout his employment, Plaintiff claims he was subject to Defendants' written policies
19 and procedures.

20 9. Generally, Plaintiff claims that Defendants failed to pay for all time worked, failed to
21 provide compliant meal and rest periods, failed to furnish accurate itemized wage statements, and failed
22 to pay all wages due upon separation. Defendants forcefully deny liability for each of Plaintiff's claims.
23 Further, Defendants assert that they fully complied with all applicable employment laws and raised
24 several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant
25 meal and rest period polices, compliant wage statements, and timely payment of all wages due upon
26 separation of employment.

1 10. On April 15, 2020, Plaintiff served Defendants and the Labor and Workforce
2 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
3 Notice set forth the facts and theories supporting Defendants’ alleged violations of various provisions
4 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
5 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
6 Code Sections 2698 *et seq.* (“PAGA”).

7 11. On May 27, 2020, Plaintiff filed a class action complaint in the Superior Court of
8 California, County of Los Angeles (the “Los Angeles Action”), alleging the following: (1) Unfair
9 Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum
10 Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in
11 Violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required Meal Periods in Violation
12 of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required
13 Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6)
14 Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; and (7)
15 Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203.

16 12. On September 2, 2020, Plaintiff filed a representative action complaint in the Superior
17 Court of California, County of San Bernardino (the “San Bernardino Action”), alleging a single cause
18 of action pursuant to PAGA for civil penalties pursuant to Cal. Lab. Code § 2699, *et seq.* On February
19 22, 2021, Plaintiff filed a first amended complaint in the San Bernardino Action, adding the seven
20 causes of action alleged in the Los Angeles Action, and adding Zones, LLC as a defendant. Subsequent
21 to filing the Los Angeles Action, the Plaintiff and Defendant Butler met and conferred regarding the
22 proper venue for the action and determined that Defendant Butler operates its business, and Plaintiff
23 performed work, in the County of San Bernardino. As such, on March 19, 2021, Plaintiff filed a Request
24 for Dismissal of the Los Angeles Action, which the Court granted on March 25, 2021. The operative
25 complaint is the Class Action Complaint, which is the first amended complaint in the San Bernardino
26 Action.

1 13. The Parties collectively agreed to mediate the Action, stay formal discovery, and continue
2 deadlines for class certification in the Action. To prepare for mediation, the Parties agreed to informally
3 produce additional documents and data points subject to the mediation privilege, including but not
4 limited to, employee handbooks, the Class Members' time data, and certain payroll data points. As
5 discussed *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group
6 ("BCG") to analyze Defendants' time and payroll data. On April 21, 2022, the Parties participated in
7 a full day mediation with Steven Serratore, Esq., a respected mediator of wage and hour class and
8 representative actions. After arms-length negotiations and bargaining, the Parties reached an agreement
9 to settle and signed a Memorandum of Understanding. After reaching an agreement in principle, the
10 Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant
11 motion.

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

13 14. Months before filing the Action, Class Counsel began its pre-filing investigation into
14 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
15 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
16 including his wage statements, and portions of Defendants' handbooks. At the conclusion of the
17 interviews, Class Counsel determined that each Plaintiff's complaints justified further inquiry.

18 15. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In
19 response, Defendants produced numerous documents, including but not limited to, copies of Plaintiff's
20 employment agreements, performance evaluations, timekeeping policies, payroll and time records, and
21 separation documents. Class Counsel reviewed and analyzed the documents and determined the
22 documents appeared to substantiate Plaintiff's claim that Defendants failed to, among other things, pay
23 for all time worked, issue accurate itemized wage statements, and provide compliant meal and rest
24 periods.

25 16. Considering the many anticipated factual disputes, the Parties agreed, relatively early in
26 the litigation, that it would be in the best interest of both Parties to mediate the matter. To prepare for
27 mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims and
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1 Defendants' liability exposure to the Class Members. In response to Class Counsel's request,
2 Defendants produced the time records for the Class Members, aggregate workweek and pay period data
3 for the Class Members, aggregate meal premiums paid to the Class Members, average hourly rate for
4 the Class Members, and copies of applicable handbooks, policies, applicable collective bargaining
5 agreements, and agreements containing, *inter alia*, compensation, timekeeping, and meal and rest
6 period policies. In total, Defendants produced more than 5,000 pages of documents, including time and
7 payroll data for Class Counsel to analyze.

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

13 18. BCG analyzed Defendants' 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 missed meal period premiums paid during the Settlement Period, the amount
18 of unpaid wages due to rounding, and the amount of off-the-clock work performed by the Class
19 Members during the Class Period.

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

24 20. In addition to informal discovery, document review, data analysis, and legal research,
25 Class Counsel also researched similar wage and hour actions. Although no two cases are identical, this
26 research provided Class Counsel with a marker to inform settlement discussions and, ultimately, to
27 measure this settlement against. The investigation allowed Class Counsel to realistically assess the
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1 value of the claims and intelligently engage defense counsel in settlement discussions that culminated
2 in the proposed settlement now before the Court.

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

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

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

21 23. On April 21, 2022, the Parties conducted a full day of mediation with Steven Serratore,
22 Esq., a respected mediator of wage and hour class and representative actions. Mediator Serratore helped
23 manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both
24 sides. The Parties made substantial progress with Mediator Serratore's assistance. Namely, the Parties
25 exchanged information regarding their respective claims and defense, including their respective
26 evaluation of the damages. The mediation concluded with a settlement, the complete and final terms
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1 of which are now set forth in the Agreement. Class Counsel submit that the Settlement constitutes a
2 fair, adequate, and reasonable compromise of the claims at issue

3 24. Once the Parties agreed to the Memorandum of Understanding, the Parties engaged in
4 protracted negotiations regarding the written terms of the class action settlement. The Parties'
5 maintained the arm's length, non-collusive and adversarial negotiations while arriving at the final terms
6 of the Settlement. The agreement is the final product of these mediated negotiations. Objectively, the
7 Settlement terms are fair, adequate, and represent a reasonable compromise of the claims at issue.

8 **IV. ARGUMENT**

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

10 25. The Gross Settlement Amount of \$150,000 is fair and reasonable considering the nature
11 and magnitude of the claims being settled and the various potential impediments to recovery. Prior to
12 mediation, Class Counsel retained BCG to develop an economic damage model measuring Defendants'
13 liability exposure while accounting for the uncertainties of continued litigation. The model was
14 informed by Class Counsel's investigation, including the analysis of a sample of time and payroll data.
15 Class Counsel projected Defendants' liability exposure for *class claims* (excluding PAGA Penalties)
16 ranged between \$655,015 (for just damages) and \$1,112,383 (for damages and statutory waiting time
17 and wage statement penalties) if successful at trial. This range reflects the uncertainty regarding several
18 of the claims, together with the uncertainty surrounding derivative liability for inaccurate wage
19 statements and waiting time penalties. Thus, the Gross Settlement Amount of \$150,000 represents
20 almost 23% of Defendants' class-wide liability exposure for damages, and almost 13.5% of Defendants'
21 class-wide liability exposure for damages and statutory penalties, as estimated by Class Counsel at the
22 time of mediation. The following summarizes Defendants' estimated exposure.

23 26. Plaintiff's primary claim in the Action alleged that Defendants failed to provide
24 compliant meal and rest periods. Specifically, Plaintiff alleges that as a result of their rigorous work
25 schedules, Plaintiff and the Class Members were not able to take timely and duty-free meal periods.

26 27. Conversely, Defendants argued, among other things, that its policies and procedures
27 required Class Members take uninterrupted, statutorily compliant meal breaks. Similarly, Defendants
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1 argued that any divergence from these written policies were not systematic and, if they existed at all,
2 were limited and location specific. Defendants also asserted that they maintained facially compliant
3 meal period policies and practices throughout the Class Period.

4 28. Finally, Defendants contended that all Class Members were subject to a collective
5 bargaining agreement (“CBA”) that completely preempted Class Members’ meal, rest break claims.
6 Courts apply a two-part test for determining whether a claim is preempted by Labor Management
7 Relations Act (“LMRA”) at 29 U.S.C. §§ 141 et seq. *Burnside v. Kiewit Pacific Corp.*, 491 F.3d 1053,
8 1060 (9th Cir. 2007). Initially, the court determines "whether the asserted cause of action involves a
9 right conferred upon an employee by virtue of state law, not by a collective bargaining agreement." *Id.*
10 at 1059. "If the right exists solely as a result of the CBA, then the claim is preempted, and [the] analysis
11 ends there." *Id.* If the right exists independent of the CBA, the court turns to the second prong: whether
12 the claim is "substantially dependent on analysis of a collective-bargaining agreement." *Id.* Even though
13 Plaintiff contends that his claims arise out of the California Labor Code, and not the CBAs, Plaintiff
14 recognized the significant risk that their underlying claims could be preempted. Specifically, the
15 California Labor Code sections and Industrial Welfare Commission Wage Orders governing Plaintiff’s
16 meal and rest break claims explicitly state that California’s meal period and rest period requirements do
17 not apply to employees covered by CBAs “if the [collective bargaining agreement] expressly provides
18 for the wages, hours of work, and working conditions of the employee[s].” (*See* Cal. Lab. Code §§ 512,
19 514; *see also* IWC Wage Order No. 16-2001 §§ 3(H), 10(E), 11(e).) As such, Defendants argued that
20 the applicable CBA operated to completely invalidate the meal period and rest period claims for the
21 Class Members. Accordingly, the settlement accounts for the heavily discounted potential liability for
22 Plaintiffs’ meal period, rest period and overtime claims.

23 29. Notwithstanding Defendants’ arguments, Plaintiff estimated the damages for this claim
24 was approximately \$571,728 dollars.

25 30. Plaintiff further alleged that because of Defendants’ unlawful rounding policy, they failed
26 to pay Plaintiff and the Class Members all wages due for purposes of straight pay, overtime pay, and
27 double-time pay.

1 31. Defendants denied liability and asserted that its employees were paid for all time worked.
2 Defendants argued that their employees review and verify that their pay is correct, and they understand
3 how they are paid. Defendants also argued that its rounding policy, if any, was neutral.

4 32. Defendant did not maintain non-rounded time records, so Plaintiff was unable to conduct
5 an analysis on whether the rounding policy, in practice, was neutral, and what damages, if any, the Class
6 Members suffered as a result. Nevertheless, Plaintiff generously estimated 5 minutes of unpaid wages
7 for every Class Member on every single shift. Accordingly, Plaintiff estimated that Defendants'
8 exposure for this claim to be approximately \$53,637.

9 33. Plaintiff further alleged that Defendants required Class Members to incur personal
10 expenses for the use of their own personal cellular phones. California employers who require
11 employees to incur personal business expenses for work purposes must reimburse the employee for the
12 cost incurred. (*See* Cal. Lab. Code § 2802(a), providing that “[a]n employer shall indemnify his or her
13 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
14 the discharge of his or her duties, or of his or her obedience to the directions of the employer....”).
15 Specifically, Plaintiff alleged Defendants required Plaintiff and Class Members to use their own
16 personal cellular phones in order to perform work-related tasks, but Defendants failed to reimburse
17 Plaintiff and Class Members for the required business expenses in violation of California Labor Code
18 section 2802.

19 34. Again, Defendants denied any liability for this claim. Defendants argued, among other
20 things, that on the rare occasion where employees did incur business expenses, these expenses were
21 fully reimbursed. This claim was heavily discounted based on Defendants' defenses. Plaintiff
22 estimated Defendants' exposure for this claim was approximately \$29,650.

23 35. Plaintiff alleges that Defendants' alleged violations resulted in derivative violations of
24 Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various
25 penalties and weighed the potential recoveries against probable defenses. Specifically, Defendants
26 could argue that Plaintiff could not prove the “willful” prong needed to obtain waiting time penalties
27 under Labor Code section 203. Additionally, Defendants could argue that Plaintiff could not show that
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1 Class Members suffered an “injury” because of wage statement violations, as required by Labor Code
2 section 226. Defendants could also argue that that meal and rest period violations do not entitle
3 employees like Plaintiff and the Class Members to pursue the derivative waiting time and itemized
4 wage statement penalties. (*See Naranjo v. Spectrum Security Services, Inc.*, (2019) 40 Cal.App.5th 444
5 (review granted); *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308.) Plaintiff would
6 have to overcome precedent to prove the Class deserved the penalties. *See, e.g., Howard v. CVS*
7 *Caremark Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class certification
8 for the same penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1134-1137 (C.D. Cal.
9 2011) (finding insufficient evidence of bad faith or actual injury). Plaintiff could not give the penalty
10 claims great weight given that they depended on proving the underlying claims, which had their own
11 risks. Plaintiff estimated Defendants’ exposure for these claims is approximately \$457,368 (\$333,368
12 for waiting time penalties, and \$124,000 for wage statement penalties).

13 36. Class Counsel’s damage models also estimated Defendants’ exposure for PAGA
14 penalties. At the time of mediation, Plaintiff estimated Defendants’ PAGA exposure was approximately
15 \$587,500.

16 37. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
17 of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
18 LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a plaintiff cannot
19 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
20 Code by the defendant.”). Here, Plaintiff would need to prove that each Aggrieved Employee suffered
21 a violation for each pay period the employee worked. Again, Defendants raised several defenses that
22 presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to
23 those arguments discussed *supra*, Defendants also argued that the Court of Appeals decision in *Cacho*
24 *v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff’s claims, on liability, value, and
25 manageability as to the rest period claims.

26 38. The proposed Settlement allocates \$5,000 to satisfy the PAGA claims. This amount
27 represents approximately 3.33% of the Gross Settlement Amount. This is well within the range *See*,
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1 *e.g., Nordstrom Comm'n Cases* (2010) 186 Cal.App.4th 576, 589 (approving 0% PAGA allocation);
2 *Berry v. Urban Outfitters* (N.D. Cal. Lead Case No. 13-cv-02628-JSW) (approving 1% PAGA
3 allocation in \$5M settlement); *Jack v. Hartford Fire Ins. Co.* (S.D. Cal. 2011) 2011 WL 4899942 * 6
4 (approving \$3,000 PAGA allocation in \$1.2M settlement); *Singer v. Becton Dickinson & Co.* (S.D. Cal.
5 2010) 2010 WL 2196104 *2 (approving \$3,000 PAGA allocation in \$1M settlement); and *Hopson v.*
6 *Hanesbrands, Inc* (N.D. Cal. 2009) 2009 WL 928133 * 9 (approving \$1,500 PAGA allocation in
7 \$1.026M settlement.)

8 **B. Litigation Risks**

9 39. Although Plaintiff is confident about the strength of his claims, it would be foolish to
10 ignore the most immediate risk to continued litigation, i.e., class certification. Class certification is far
11 from certain in this, in part, meal and rest period case. Class certification is routinely denied for meal
12 and rest period claims based on an inability to establish predominance.

13 40. Plaintiff recognizes that Defendant has factual and legal defenses that, if successful,
14 would potentially defeat or substantially impair the value of Plaintiff's lawsuit. Collectively, the
15 examples cited in Plaintiff's brief illustrate the uncertain nature of class litigation. Consequently, the
16 uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
17 settlement.

18 41. Finally, continuing to litigate this action would require continued and extensive resources
19 coupled with significant Court time to proceed through trial and post-trial motions; which can often
20 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
21 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
22 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
23 Defendants would appeal any favorable judgment.

24 42. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$150,000 that is
25 roughly between 13.5% and 23% of Defendants' maximum class wide liability exposure. Given the
26 amount of the settlement here, as compared to potential value of the claims, offset by the various
27 inherent risks to continued litigation, the settlement is fair and reasonable.

1 **B. Proposed Notice Informs the Class About the Case and Settlement**

2 43. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
3 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
4 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
5 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
6 procedure, and time period within which to requests for exclusions or objections to the Settlement, the
7 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
8 and scope of the Released Claims.

9 44. This method was negotiated by the Parties to ensure delivering the most reasonable
10 method of notice to the Class Members while ensuring cost effective administration of the Settlement.

11 **C. The Court Should Preliminarily Approve the Enhancement Award**

12 45. The Settlement provides for a Class Representative Service Award of \$10,000 for
13 Plaintiff. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing the
14 action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class
15 Counsel on the status of his case and the strategies for prosecuting the claims, reviewing the proposed
16 Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class, and
17 agreeing to provide Defendants a general release of all claims arising out of his employment.

18 46. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
19 Representative Service Award once preliminary approval of the Settlement is granted. Plaintiff
20 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated
21 Class Representative Service Award.

22 **D. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

23 47. Class Counsel took this matter on a contingency fee basis and invested significant time
24 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
25 Individual Settlement Share illustrates the demonstrably positive outcome for the Settlement Class
26 Members. Considering the positive outcome for the Class Members, and in light of the supporting
27 authority, the proposed Class Counsel award is fair and reasonable.

1 48. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
2 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing
3 is sufficient for preliminary approval of the negotiated attorneys' fees.

4 **E. The Court Should Provisionally Certify the Settlement Class**

5 49. For Settlement, Plaintiff contends, and Defendants do not dispute, that provisional
6 certification of the Class is appropriate.

7 50. Because all Class Members are Defendants' current and former employees, the class is
8 readily ascertainable from Defendants' regular business records, i.e., payroll records.

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

14 52. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
15 they arise from the same factual basis and are based on the same legal theories applicable to the other
16 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
17 Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which
18 the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated
19 his ability to advocate for the interests of the Class Member by initiating this litigation, undertaking
20 extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

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

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 9th day of March 2023, at San Diego, California.



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EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Defendant BUTLER AMERICA,
LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ROMAN PEREZ, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

BUTLER AMERICA, LLC, a Limited Liability
Company; ZONES, LLC, a Washington Limited
Liability Company; and DOES 2 through 50,

Case No. CIV-DS2018372

*ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE DAVID COHN, DEPT. S26*

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: September 2, 2020
Trial Date: None Set

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS /
CASE NO. CIV-DS2018372

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Inclusive,

Defendants.

1 This Class and Representative Action Settlement Agreement and Release of Claims
2 (“Agreement”) is between (1) plaintiff ROMAN PEREZ (“Plaintiff”), on the one hand; and (2) defendants
3 BUTLER AMERICA, LLC (“Defendant Butler”) and ZONES, LLC (“Defendant Zones”) (collectively,
4 the “Defendants”), on the other hand.

5 Subject to judicial approval, and as provided below, Plaintiff and Defendants, (collectively, the
6 “Parties”) intend to settle the Action (as defined below) and to fully, finally, and forever resolve, discharge,
7 and settle the Released Claims (as defined below) on the terms and conditions set forth in this Agreement.
8 If this Agreement is not finally approved, or is otherwise nullified, then the Parties shall return to their
9 positions preceding this Agreement and Defendants shall retain all rights to challenge the Plaintiff’s claims
10 and the certification of any class.

11 **1. DEFINITIONS**

12 For the purposes of this Agreement, the Parties define the following terms. Each defined term
13 appears throughout in initial capital letters.

14 **1.01. “Action”** refers to the following case: *Perez, et al., v. Butler America, LLC, et al.*,
15 San Bernardino County Superior Court Case Number CIV-DS2018372.

16 **1.02. “Administrative Costs”** refers to all costs associated with administration of the
17 settlement contemplated by this Agreement. Administrative Costs include all fees and costs for, among
18 other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses,
19 calculation of payments to individual class members, calculation of applicable payroll withholdings and
20 payroll taxes, preparation and filing of appropriate IRS Forms, any cost associated with the process for
21 any uncashed settlement checks, provision of weekly reports, and any other expenses the Settlement
22 Administrator incurs to complete the settlement process according to the terms of this Agreement.
23 Administrative Costs are borne in the first instance by the Settlement Administrator.

24 **1.03. “Agreement”** refers to this Class and Representative Action Settlement Agreement
25 and Release of Claims, which includes all its Recitals herein and all the attached Exhibits.

26 **1.04. “Butler”** refers to defendant Butler America, LLC.

27 **1.05. “Class Action Complaint”** refers to the first amended complaint containing class
28

allegations filed by Plaintiff on February 22, 2021 in the Action.

1.06. “Class Counsel” refers to ZAKAY LAW GROUP, APLC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121; Telephone: (619) 255-9047; Facsimile: (858) 404-9203; shani@zakaylaw.com and BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, 2255 Calle Clara, La Jolla, CA 92037; Telephone: (858) 551-1223; Facsimile: (858) 551-1232; norm@bamlawca.com.

1.07. “Class Counsel Payment” refers to the amount of attorney’s fees and costs that the Court awards to Class Counsel in connection with the resolution of the Action in accordance with this Agreement. The attorney’s fees portion of Class Counsel Payment shall be allocated 60% to ZAKAY LAW GROUP, APLC and 40% to BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP.

1.08. “Class Member” refers to all non-exempt employees who are or previously were assigned to provide professional services to Zones, LLC by Butler America, LLC and performed work in California during the period of May 27, 2016 to June 21, 2022.

1.09. “Class Representative” refers to Plaintiff Roman Perez.

1.10. “Class Representative Service Award” refers to any payment that the Court awards to the Class Representative for efforts in prosecuting the Action on behalf of the Class Members.

1.11. “Consideration Period” refers to the 45 calendar days following the date when the Settlement Administrator mails the Notice of Class Action Settlement. The Consideration Period is the period in which a Class Member can submit an Objection or a Request for Exclusion.

1.12. “Court” refers to the Judge presiding over the Class Action and PAGA Action.

1.13. “Defendants” refers to Butler America, LLC and Zones, LLC, collectively.

1.14. “Defense Counsel” refers to Gordon Rees Scully Mansukhani LLP for Butler America, LLC and Fox Rothschild, LLP for Zones, LLC.

1.15. “Effective Date” means the date of an order granting final approval and entry of judgment, if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order and judgment, then the Effective Date will be thirty (30) days after the trial court enters final approval and judgment. If an appeal is taken from the Court’s overruling of

1 objections to the settlement, then the Effective Date will be twenty (20) days after the appeal is withdrawn
2 or after an appellate decision affirming the final approval decision becomes final. No money will be
3 distributed to the settlement administrator, and then from the settlement administrator to the Settlement
4 Class, unless and until the Effective Date occurs.

5 **1.16. “Eligible Workweek”** refers to a workweek in which a Class Member was
6 employed by Defendant Butler and was assigned to provide professional services to Zones during the
7 Settlement Period (as defined below) and received any regular pay. Any workweek in which the Class
8 Member did not receive any regular pay will not be an Eligible Workweek, even if the Class Member
9 received other pay (such as Paid Time Off, for example). The Settlement Period includes no more than
10 3,753 total Eligible Workweeks.

11 **1.17. “Fairness Hearing”** refers to the hearing at which the Court decides whether the
12 terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all
13 requirements for final approval.

14 **1.18. “Final Approval Order”** refers to the final order by the Court approving the
15 settlement following the Fairness Hearing.

16 **1.19. “Funding Date”** refers to the date Defendants will deposit all of the Gross
17 Settlement Amount and any employer-side payroll taxes into the QSF (as defined below) established by
18 the Settlement Administrator, both deposits to occur within thirty (30) days of the Effective Date.

19 **1.20. “Gross Settlement Amount”** refers to the payment Defendants are obligated to
20 make under this Agreement and as set forth in this section: One Hundred and Fifty Thousand Dollars and
21 Zero cents (\$150,000.00), plus any employer-side payroll taxes. Defendant Butler shall pay only \$50,000
22 of the Gross Settlement Amount and Defendant Zones shall pay \$100,000 of the Gross Settlement Amount
23 and the employer’s share of payroll taxes under this Agreement. In no event shall Defendants be obligated
24 to pay more than the Gross Settlement Amount and in no event shall either Butler or Zones be required to
25 pay more than their respective shares stated herein. This sum includes all Individual Settlement Payments
26 (including any employee share of payroll taxes), any Class Representative Service Award, the PAGA
27 Payment, Administrative Costs, and the Class Counsel Payment.

1 **1.21. “Individual Settlement Payment”** refers to the amount calculated by the
2 Settlement Administrator to distribute to each Settlement Class Member. The Individual Settlement
3 Payment shall be paid from the Net Settlement Amount.

4 **1.22. “Judgment”** refers to the final judgment entered by the Court in this Action
5 following the Fairness Hearing.

6 **1.23. “LWDA”** refers to the California Labor & Workforce Development Agency,
7 which helps to enforce the Private Attorneys General Act (“PAGA”), and which will receive the LWDA
8 portion of the PAGA Payment.

9 **1.24. “Net Settlement Amount”** refers to the portion of the Gross Settlement Amount
10 that remains after accounting for any Class Representative Service Award, the PAGA Payment,
11 Administrative Costs, and the Class Counsel Payment. The Net Settlement Amount shall include all
12 Individual Settlement Payments, including each Class Member’s share of payroll taxes.

13 **1.25. “Notice of Class Action Settlement”** refers to the Notice of Class Action
14 Settlement, substantially in the form attached as Exhibit A.

15 **1.26. “Objection”** refers to a written statement submitted timely by a Class Member to
16 the Settlement Administrator that contains (1) the name and case number of the Action (or reasonable
17 portion thereof), (2) the full name, last four digits of their social security number, and current address of
18 the Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence
19 and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the
20 Court to consider.

21 **1.27. “Objector”** refers to a Settlement Class Member who has submitted Objection or
22 attends the Fairness Hearing to object without having submitted a written Objection.

23 **1.28. “PAGA Payment”** refers to a Five Thousand Dollars And No Cents (\$5,000.00)
24 payment that shall be set aside from the Gross Settlement Amount in settlement of claims for civil
25 penalties under the Private Attorneys General Act of 2004. Of the PAGA Payment, Three Thousand,
26 Seven Hundred Fifty Dollars And No Cents (\$3,750.00), representing 75% of the PAGA Payment, shall
27 be payable to the LWDA. The remaining One Thousand, Two Hundred Fifty Dollars And No Cents
28

1 (\$1,250.00), representing 25% of the PAGA Payment, shall be distributed to the Aggrieved Employees.
2 Aggrieved Employees will receive their share of the PAGA Payment on a pro-rata basis based on the
3 number of Pay Periods they worked during the PAGA Period compared to the total number of Pay Periods
4 all of the Aggrieved Employees worked during the PAGA Period. Aggrieved Employees will receive
5 their share of the PAGA Payment regardless of whether or not they file a Request for Exclusion from the
6 class portion of the Settlement Payment.

7 **1.29. “Parties”** refers collectively to (1) Plaintiff Roman Perez, individually and on
8 behalf of the Class, and (2) Defendant Butler and Defendant Zones.

9 **1.30. “Plaintiff”** refers to Class Representative Roman Perez, individually and on behalf
10 of the Class.

11 **1.31. “Preliminary Approval Order”** refers to the order entered by the Court following
12 a Motion for Preliminary Approval of the Agreement.

13 **1.32. “Qualified Settlement Fund” or “(QSF)”** refers to a Qualified Settlement Fund
14 pursuant to U.S. Treasury Regulation Section 468B-1.

15 **1.33. “Released Claims”** refers to all claims that will be extinguished by operation of
16 this Agreement and the events it provides for. The Released Claims shall apply to all Class Members who
17 do not timely file a Request for Exclusion. The Released Claims are further defined in Section 6.1, below.

18 **1.34. “Released Parties”** refers to Defendants, their respective affiliates and
19 subsidiaries, and each of their predecessors, successors, subsidiaries, parent companies, other corporate
20 affiliates, and assigns, and each and all of their current or former subsidiaries, parents, affiliates,
21 predecessors, insurers, agents, servants, employees, successors, assigns, officers, officials, directors,
22 attorneys, personal representatives, registered representatives, executors, members and shareholders,
23 including their respective pension, profit sharing, savings, health, and other employee benefits plans of
24 any nature, the successors of such plans, and those plans’ respective current or former trustees and
25 administrators, agents, employees, and fiduciaries, and any other persons acting by, through, under or in
26 concert with any of them.

1.34(a) **“Zones Released Parties”** refers to Defendant Zones and its affiliates and subsidiaries, and its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and each and all of its current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, servants, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, registered representatives, executors, members and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries, and any other persons acting by, through, under or in concert with it.

1.34(b) **“Butler Released Parties”** refers to Defendant Butler and its affiliates and subsidiaries, and its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and each and all of its current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, servants, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, registered representatives, executors, members and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries, and any other persons acting by, through, under or in concert with it.

1.35. “Request for Exclusion” refers to a timely, written, opt-out request signed by a Class Member who thereby elects to be excluded from this Agreement.

1.36. “Settlement Administrator” refers to ILYM Group, Inc., the third-party administrator the Parties have selected, subject to Court approval.

1.37. “Settlement Class” refers to all Class Members who do not file a timely and valid Request for Exclusion.

1.38. “Settlement Payment” refers to payments made to Settlement Class Members.

1.39. “Settlement Period” or “Class Period” refers to the time period from May 27, 2016 to June 21, 2022.

1.40. “PAGA Period” refers to the time period from April 15, 2019 to June 21, 2022.

1 **1.41. “Aggrieved Employees”** refers to all non-exempt employees who are or previously
2 were assigned to provide professional services to Defendant Zones by Defendant Butler and performed
3 work in California during the PAGA Period.

4 **1.42. “Zones”** refers to defendant Zones, LLC.

5 **2. RECITALS AND PROCEDURAL HISTORY**

6 **2.1. Procedural History of the Pleadings.** On May 27, 2020, Plaintiff filed a class
7 action complaint in the Superior Court of California, County of Los Angeles (the “Los Angeles Action”),
8 alleging the following: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
9 (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure
10 to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required
11 Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5)
12 Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the
13 Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of
14 Cal. Lab. Code § 226; and (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,
15 202 and 203. On September 2, 2020, Plaintiff filed a representative action complaint in the Superior Court
16 of California, County of San Bernardino (the “San Bernardino Action”), alleging a single cause of action
17 pursuant to PAGA for civil penalties pursuant to Cal. Lab. Code § 2699, *et seq.* On February 22, 2021,
18 Plaintiff filed a first amended complaint in the San Bernardino Action, adding the seven causes of action
19 alleged in the Los Angeles Action. Subsequent to filing the Los Angeles Action, the Plaintiff and
20 Defendant Butler met and conferred regarding the proper venue for the action and determined that
21 Defendant Butler operates its business, and Plaintiff performed work, in the County of San Bernardino.
22 As such, on March 19, 2021, Plaintiff filed a Request for Dismissal of the Los Angeles Action, which the
23 Court granted on March 25, 2021. The operative complaint is the Class Action Complaint, which is the
24 first amended complaint in the San Bernardino Action.

25 **2.2. Defendants’ Denials.** Defendants deny (1) all the allegations in the Action, (2)
26 that it violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution,
27 attorneys’ fees, or costs, or for any other compensation or remedy with respect to anyone for the claims

1 asserted in the Action, and (4) that class certification or representative treatment is appropriate as to any
2 claim in the Action. Defendants contend that their policies, procedures, and practices comply with all
3 applicable laws asserted in the Action. Nonetheless, without admitting any liability or wrongdoing
4 whatsoever and without admitting that class or representative treatment is appropriate for any purpose
5 other than for settlement purposes alone, Defendants have agreed to settle the Action on the terms set forth
6 in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Any statements by
7 Defendants in this Agreement are made for settlement purposes only.

8 **2.3. Class Counsel's Investigation.** Class Counsel represent that they have conducted
9 a sufficiently thorough investigation into the claims of the Settlement Class. Based on their own
10 independent investigation and evaluation and all known facts and circumstances, including the risk of
11 significant defenses asserted by Defendants, Class Counsel are of the opinion that the Agreement is fair,
12 reasonable, and adequate and is in the best interests of the Settlement Class.

13 **2.4. Negotiation of Settlement.** On April 21, 2022, the Parties participated in
14 mediation presided over by Steven Serratore, Esq., a well-respected wage and hour class action mediator.
15 The mediation concluded without a settlement. However, following the mediation, each Party,
16 represented by its respective counsel, agreed to settle the Action based on a mediator's proposal which
17 was memorialized in the form of a Memorandum of Understanding. Class Counsel engaged in intensive
18 negotiations with Defendants with a view toward achieving substantial benefits for the Class Members,
19 while avoiding the cost, delay, and uncertainty of further litigation. Plaintiff and Class Counsel advocate
20 approval of this Agreement after considering (1) the factual and legal defenses to the claims asserted,
21 which render uncertain the ultimate outcome of the Action and class certification, (2) the potential
22 difficulties Plaintiff and Class Members would encounter in establishing their claims and maintaining
23 class or representative treatment, (3) the substantial benefits that Class Members would receive under this
24 Agreement, (4) that this Agreement provides Class Members relief in an expeditious and efficient manner,
25 compared to any manner of recovery possible after litigation and potential appeal, and (5) that this
26 Agreement allows Class Members to opt out of the settlement and individually pursue the claims alleged
27 in the Action.

1 **2.5. Certification of Settlement Class.** This Agreement is contingent upon the Court's
2 certification of the Settlement Class under California Code of Civil Procedure Section 382 for settlement
3 purposes only. Defendants stipulate to certification of the Settlement Class for purposes of the Agreement
4 only, but do not waive, and instead expressly reserve, the right to challenge the propriety of class
5 certification, or representative treatment for any other purpose should the Court not approve the settlement.

6 Now therefore, in consideration of the agreements set forth herein, and of the release of all
7 Released Claims, the Parties agree to the terms of this Agreement, subject to the approval of the Court.

8 **3. NOTICE TO CLASS MEMBERS**

9 **3.1. Content of Class Notice.** The Class Notice shall be substantially in the form
10 attached as **Exhibit A** and include the Gross Settlement Amount, a calculation of the Class Members'
11 anticipated share of the Net Settlement Amount and the Aggrieved Employees' anticipated share of the
12 PAGA Payment and the full amounts of the Class Counsel Payment, Class Representative Service Award,
13 and Administrative Costs to be awarded, the terms of the release, the procedure to opt out of the Agreement
14 through a Request for Exclusion, notice that they may not opt out of the PAGA portion of the settlement,
15 the procedure to submit an Objection to the Agreement, and the date of the Fairness Hearing. No claim
16 form will be required to participate in the Agreement.

17 **3.2. Settlement Administrator.** The Parties select ILYM Group, Inc. as the Settlement
18 Administrator. The duties of the Settlement Administrator shall include, without limitation: mailing Class
19 Notices to Class Members; providing weekly updates to counsel for the Parties; establishing a QSF;
20 obtaining appropriate tax identification number(s); calculating and reporting Individual Settlement
21 Payments (including all required tax withholdings and payments); mailing Individual Settlement
22 Payments, calculating and reporting employees' respective share of the PAGA Payment, and tax forms to
23 Settlement Class Members; remitting all tax payments and requisite reporting documentation to taxing
24 authorities; and the other duties associated with settlement administration, including specified in this
25 Agreement. Any dispute relating to the settlement administration will, after good-faith efforts by the
26 Parties to resolve the dispute, be referred to the Court.

3.3. Class Data for the Settlement Administrator. Within 14 calendar days of the later of preliminary approval of this Agreement or Court approval of the Settlement notice to the Class, Butler shall provide to the Settlement Administrator a confidential class list containing: (1) the names; (2) last known address and telephone number(s); (3) dates of active employment for Settlement Class Members; (4) number of Eligible Workweeks worked during the Settlement Period for Settlement Class Members; (5) last four (4) digits of social security numbers; and (6) number of pay periods during the PAGA Period for Aggrieved Employees. This information shall be used to facilitate the administration of this Agreement. The Settlement Administrator shall keep the class data provided by Butler strictly confidential and shall use the class data only for the purposes described in this Agreement, and shall return the class data to Butler or confirm the destruction of same upon completing the settlement administration called for by this Agreement. Under no circumstances will the class data be provided to Class Counsel.

3.4. Mailing Materials to Class Members. Within seven (7) business days of the receipt of the class data discussed immediately above in Section 3.3, the Settlement Administrator shall send the Notice of Class Action Settlement to Class Members to their last known address via First Class U.S. Mail. Any mailing returned to the Settlement Administrator as undeliverable shall be sent within five (5) calendar days via First Class U.S. Mail to any available forwarding address. If no forwarding address is available, then the Settlement Administrator shall attempt to determine the correct address by using a computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail within five (5) calendar days. If the last known address is not available for a Class Member, then the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. Only one re-mailing is required. If a Class Member cannot be located within two (2) attempts at mailing, then the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. It is the intent of the Parties that reasonable means be used to locate Class Members.

3.5. Proof of Mailing. At least thirty (30) calendar days prior to the Fairness Hearing, the Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard to mailing of the Notice of Class Action Settlement to Class Counsel and Defense Counsel, which they shall in turn provide to the Court.

1 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

2 **4.1. Consideration Period.**

3 **4.1.1. Submission of Objections and Requests for Exclusion.** Class Members
4 will have forty-five (45) calendar days from the date of the mailing or fifteen (15) calendar days from the
5 date of re-mailing of the Notices of Class Action Settlement to postmark their objections or written
6 requests for exclusion to the Settlement Administrator. Requests for exclusion must state, in effect, that
7 the Class Member does not wish to participate in the Agreement. In addition, any request must include
8 the Class Member's first and last name, signature, address, phone number, and last four (4) digits of the
9 Class Member's Social Security number for verification purposes. A Class Member who excludes himself
10 or herself from the Agreement shall lose standing to object. Except as specifically provided herein, no
11 Class Member response of any kind that is postmarked after the Consideration Period shall be considered
12 absent agreement of the Parties.

13 **4.1.2. Deficiency Notices.** Within five (5) calendar days after receipt by the
14 Settlement Administrator of each timely-submitted request for exclusion, the Settlement Administrator
15 will send a deficiency notice to the Class Members addressing any irregularities in the request for
16 exclusion (such as failure to sign or include last four digits of Social Security Number). The deficiency
17 notice will provide the Class Members ten (10) days from the mailing of the deficiency notice to postmark
18 a written response to cure all deficiencies. The failure of a Class Member to cure all deficiencies in a
19 timely manner shall invalidate a request for exclusion and will not be subject to cure.

20 **4.2. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the
21 opportunity to opt out of the Agreement.

22 **4.2.1. Opt Out Procedure.** Class Members may opt out of this Agreement by
23 mailing the Settlement Administrator a Request for Exclusion. A Request for Exclusion, to be valid, must
24 include the Class Member's name, current address, current telephone number, and the last four digits of
25 the Class Member's Social Security number. Any Request for Exclusion that does not include all of the
26 required information or that is not submitted in a timely manner will be deemed ineffective. If there is a
27 dispute regarding the timeliness or validity of a Request for Exclusion, then the Settlement Administrator

shall make the determination, after consultation with Class Counsel and Defense Counsel. The postmark on the mailing will determine the timeliness of any submission.

4.2.2. Effect of Exclusion Through Opting Out. Any Class Member who opts out of this Agreement may not submit an Objection and shall not receive any Individual Settlement Payment, and shall not be bound by the releases set forth in this Agreement; however, if the Class Member is also an Aggrieved Employee, they shall still receive their portion of the PAGA Payment and will remain bound by the PAGA Release in this Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection. Each Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the releases for which this Agreement provides.

4.2.3. Defendants' Right to Withdraw. If the number of valid Requests for Exclusion exceeds 15% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Agreement. The Parties agree that, if Defendants withdraw, the Agreement shall be void ab initio, have no force or effect whatsoever, and that none of the Parties will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administrative Costs incurred to the point in time they withdraw. Defendants must notify Class Counsel and the Court of their elections to withdraw not later than seven (7) business days after the Administrator sends the Final Report to Defense Counsel; late elections will have no effect.

4.3. Objections. Class Members who do not submit a Request for Exclusion shall be entitled to object to the terms of the Agreement.

4.3.1. Objection Procedures. Any written objection to this Agreement must contain (1) the name and case number of this Action (or reasonable portion thereof), (2) the full name, last four digits of their social security number, and current address of the Settlement Class member making the Objection, and (3) the specific reason(s) for the Objection. Settlement Class members who submit an Objection remain bound by this Agreement if the Agreement is approved by the Court. Class Counsel shall file any and all written Objections with the Court. Settlement Class members may also appear in Court at the Fairness Hearing to make their Objection orally, without submitting a written Objection.

Should an Objection be sustained and Final Approval is denied, the Parties agree to engage their best efforts in good faith to negotiate a solution to the Objection, and to amend the Agreement consistent with terms necessary to proceed with settlement.

4.3.2. Waiver of Objection Rights. Settlement Class members who fail to submit an Objection in the manner specified in the Notice of Class Action Settlement shall be deemed to have waived any objection and shall be foreclosed from objecting to this Agreement, whether by appeal or otherwise.

4.4. Proof of Class Members' Responses. At least thirty (30) calendar days prior to the Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the Court regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any mailings due to invalid addresses, the number of any Requests for Exclusion, and the number of any Objections and the contents of the Objections.

4.5. Binding Effect of Settlement. Although a Settlement Class Member might not receive the Notice of Class Action Settlement, and might not timely submit an Objection or a Request for Exclusion because of inability to locate the Settlement Class member's current address, that Settlement Class Member shall nonetheless be bound by this Agreement.

4.6. No Interference with Class Member Responses. Each Party agrees not to encourage any Class Member to submit an Objection or a Request for Exclusion and agrees not to retaliate against any Class Member for participating or not participating in the settlement that this Agreement contemplates.

5. DISTRIBUTION OF SETTLEMENT PROCEEDS

5.1. Administrative Costs. The Parties agree to obtain a reasonable estimate of Administrative Costs of up to Five Thousand, Five Hundred Dollars and No Cents (\$5,500.00), and seek approval of Administrative Costs to be paid from the Gross Settlement Amount. If the Court approves a lesser amount, then the other terms of this Agreement shall still remain in effect, and the unapproved balance shall remain as part of the Net Settlement Amount. The amount of Administrative Costs is not a material term of this Agreement.

5.2. Class Counsel Payment. Class Counsel intend to request—and Defendants agree not to oppose—that the Court award a Class Counsel Payment, to be paid from the Gross Settlement Amount, for (a) attorneys’ fees of 1/3 of the Gross Settlement Amount (currently Fifty Thousand Dollars (\$50,000)), and (b) litigation costs actually incurred in representing the interests of the Class Members, supported by adequate documentation, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00). Defendants shall have no liability for any other attorneys’ fees or costs. To the extent that the Court approves less than the amount of Class Counsel Payment that Class Counsel request, the difference between the requested and awarded amounts will be distributed to Settlement Class Members on a proportional basis relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

5.2.1. Approval of Class Counsel Payment Not Material. The Court's approval of the Class Counsel Payment in the amount requested is not a material term of this Agreement. If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount.

5.2.2. Timing of Class Counsel Payment. The Settlement Administrator shall issue the Class Counsel Payment within ten (10) calendar days after the Funding Date. The Settlement Administrator shall issue appropriate Internal Revenue Service Forms 1099 to Class Counsel. Class Counsel shall be solely responsible for paying all applicable taxes on any Class Counsel payment and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the Class Counsel payment.

5.3. Class Representative Service Award. Class Counsel intends to request—and Defendants agree not to oppose—that the Court award a Class Representative Service Award to the Class Representative Roman Perez in an amount of Ten Thousand Dollars And No Cents (\$10,000.00), to be drawn from the Gross Settlement Amount. Any Class Representative Service Award shall be in addition to the Class Representative’s Individual Settlement Payment. To the extent that the Court approves less than the amount of Class Representative Service Award that Class Counsel request, the difference between the requested and awarded amounts will be distributed to Settlement Class Members on a proportional basis relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

1 **5.3.1. Class Representative Service Awards Not Material.** The Court's
2 approval of the Class Representative Service Award is not a material term of this Agreement. If the Court
3 does not approve or approves only a lesser amount than that requested for a Class Representative Service
4 Award, then the other terms of this Agreement shall still remain in effect.

5 **5.3.2. Timing of Class Representative Service Awards.** The Settlement
6 Administrator shall pay any Class Representative Service Award within ten (10) calendar days after the
7 Funding Date, and shall issue an IRS Form 1099 to the Class Representative. The Class Representative
8 shall be solely responsible for paying all applicable taxes on any Class Representative Service Award and
9 shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest
10 arising as a result of the Class Representative Service Award.

11 **5.4. PAGA Payment.** The Parties will seek approval for PAGA Payment of Five
12 Thousand Dollars And No Cents (\$5,000.00). Three Thousand, Seven Hundred Fifty Dollars And No
13 Cents (\$3,750.00), representing 75% of the PAGA Payment, will be drawn from the Gross Settlement
14 Amount and paid to the LWDA. The remaining One Thousand, Two Hundred Fifty Dollars And No Cents
15 (\$1,250.00), representing 25% will be allocated to the Aggrieved Employees on a pro-rata basis based on
16 the number of Pay Periods they worked during the PAGA Period compared to the total number of Pay
17 Periods all of the Aggrieved Employees worked during the PAGA Period.

18 **5.4.1. Amount of PAGA Payment Not Material.** Any change in the requested
19 PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount
20 than that requested, the other terms of this Agreement shall still remain in effect. However, some approval
21 of a PAGA Payment is a material term of this Agreement. If the Court does not approve a PAGA Payment,
22 then the entire Agreement will be, at Defendants' sole discretion, void and unenforceable. In the event
23 Defendants exercise this option, the costs of administration shall be borne by Defendants.

24 **5.4.2. Timing of PAGA Payment.** The Settlement Administrator shall pay 75
25 percent of any approved PAGA Payment to the LWDA and 25 percent of any approved PAGA Payment
26 to the Aggrieved Employees within ten (10) calendar days after the Funding Date.

5.5. Individual Settlement Payments. Each Settlement Class Member shall be entitled to an Individual Settlement Payment consisting of a share of the Net Settlement Amount, as set forth below.

5.5.1. Calculation of Individual Settlement Share. Each Settlement Class Member will be eligible to receive a portion of the Net Settlement Amount based on the following formula:

The individual Settlement Share payment to a Settlement Class Member will be calculated by dividing the number of Eligible Workweeks attributed to the Settlement Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount.

The Class Data regarding the number of Eligible Workweeks worked for each Settlement Class member shall be used for purposes of calculating Individual Settlement Payments. The Class Notice will include information for each Class Member showing how much the individual Class Member is expected to receive based on this formula and their number of Eligible Workweeks. The Class Notice will also provide the Class Members an opportunity to dispute the number of Workweeks indicated on the Class Notice. Such dispute must be made no later than forty-five (45) calendar days from the date of the mailing or fifteen (15) calendar days after re-mailing of the Class Notices. Defendants and/or the Settlement Administrator shall review any documentation provided by the Class Member to determine whether there was an error in the number of Eligible Workweeks calculated, and adjust any payment to be allocated if necessary.

It is estimated that there are approximately 65 Class Members who worked approximately 3,412 workweeks during the Settlement Period. Butler will provide the Class Data to the Settlement Administrator within fourteen (14) days of Preliminary Approval of the Agreement. Butler will provide to Class Counsel the number of applicable Class Members and workweeks they worked during the applicable Settlement Period one week prior to the deadline for filing of the motion for Preliminary Approval. If the workweek number increases by more than 10% of the estimate stated, the Gross Settlement Amount will increase proportionally for the number of workweeks over 110% of 3,412 (3,753), and Class Counsel shall be permitted to request from the Court attorney's fees equal to 1/3 of the increased

Gross Settlement Amount, the sum of which shall be deducted from the increased Gross Settlement Amount, as calculated in this section.

5.5.2. Timing of Individual Settlement Payments. The Settlement Administrator shall issue Individual Settlement Payments no later than ten (10) calendar days after the Funding Date. Any checks from this distribution that are not cashed within one-hundred-eighty (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the Released Claims provided for in Section 6, herein, and the Settlement Class member shall be deemed to, nevertheless, be bound by the Agreement and the Released Claims provided for in Section 6. As soon as practicable after the 180-day check cashing period, the Settlement Administrator shall prepare for the Parties a Final Report—a document summarizing relevant events to date and advising the total dollar amount paid to Settlement Class members, the status of any uncashed checks, and any amount remaining in the QSF. The Parties will request the Court to order that all funds represented by uncashed settlement checks, plus any accrued interest, be tendered to State Controller's Unclaimed Property Fund.

5.5.3. Tax Allocation of Individual Settlement Payments. Each Individual Settlement Payment will be allocated as forty-five percent (45%) to the compromise of alleged penalties (excluding penalties under PAGA), forty-five percent (45%) to interest and ten percent (10%) to the compromise of alleged wage claims, which represents the Parties' good faith allocation based on the claims asserted and potential damages related to wages and interest and penalties. In accordance with law, the Settlement Administrator will make required tax withholdings from each Individual Settlement Payment on the portion designated as wages and will remit the withholding to the appropriate taxing authorities. The Settlement Administrator shall issue any necessary Form W-2 and 1099 statements to Settlement Class Members for their respective individual Settlement Payments. Settlement Class Members shall be solely responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless Defendants, the Released Butler Parties, and the Released Zones Parties from any claim or liability for taxes, penalties, or interest arising as a result of Individual Settlement Payments. PAGA Payments to the Aggrieved Employees shall be allocated 100%

1 to penalties, and the Settlement Administrator shall issue any necessary 1099 statement to the Aggrieved
2 Employees for their respective PAGA Payments.

3 **5.5.4. Tax Allocations of Individual Settlement Payments Not Material.** The
4 Court's approval of the allocation of Individual Settlement Payments set forth above is not a material term
5 of this Agreement. If the Court does not approve or approves a different allocation of the Individual
6 Settlement Payments, then the other terms of this Agreement shall still remain in effect.

7 **6. RELEASES**

8 **6.1. Release by Settlement Class Members.** Upon the Court's entry of the Final
9 Approval Order and Judgment, and upon funding of the Gross Settlement Amount, and except as to rights
10 this Agreement creates, Plaintiff and each member of the Settlement Class shall release Defendants and
11 the Released Parties from all class claims alleged in the Class Action Complaint and that could have been
12 alleged in the Class Action Complaint based on the facts alleged, which occurred during the Settlement
13 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
14 termination, unemployment insurance, disability, social security, workers' compensation, class claims
15 outside of the Settlement Period, and PAGA claims, which are released separately hereinbelow. The
16 Release by Settlement Class Members shall be effective as to Butler immediately upon Butler funding its
17 respective share of the Gross Settlement Amount and effective as to Zones immediately upon Zones
18 funding its respective share of the Gross Settlement Amount, each independently of the other.

19 **6.2. Release by the Aggrieved Employees.** Upon the Court's entry of Final Approval
20 Order and Judgement, and funding of the Gross Settlement Amount, the Defendants and Released Parties
21 shall receive a release from the Aggrieved Employees of all PAGA claims alleged in the Class Action
22 Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and
23 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
24 unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside
25 of the PAGA Period. The Release by the Aggrieved Employees shall be effective as to Butler immediately
26 upon Butler funding its respective share of the Gross Settlement Amount, and it shall be effective as to
27

1 Zones immediately upon Zones funding its respective share of the Gross Settlement Amount, each
2 independently of the other.

3 **6.3. Class Representative's Individual Release.** In addition to the release given by
4 each member of the Settlement Class, Class Representative Roman Perez also generally releases all claims
5 against each Released Party. This Class Representative's Individual Release encompasses all such claims
6 of Class Representative Roman Perez in existence from the beginning of time through and including the
7 date of the mediation (April 21, 2022). This general release, further, includes all claims, known and
8 unknown, including a full release pursuant to California Civil Code Section 1542. Plaintiff waives and
9 relinquishes all rights Plaintiff may have under California Civil Code section 1542, which provides as
10 follows:

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

14 **This general release from the Class Representative is effective only upon the Court**
15 **granting final approval of the Agreement, entry of Judgment, and payment by Defendants to the**
16 **Settlement Administrator and applies only to claims that may be released as a matter of law and**
17 **that accrued at any time from the beginning of time through and including April 21, 2022. The**
18 **Class Representative's Individual Release shall be effective as to Butler immediately upon Butler**
19 **funding its respective share of the Gross Settlement Amount, and it shall be effective as to Zones**
20 **immediately upon Zones funding its respective share of the Gross Settlement Amount, each**
21 **independently of the other.**

22 **Notwithstanding anything herein to the contrary, this general release shall not**
23 **encompass any employment-related claims by Plaintiff against Zones and the Zones Released**
24 **Parties allegedly arising after the date of the mediation (April 21, 2022), including, but not limited**
25 **to, claims that Zones or the Zones Released Parties retaliated against Plaintiff in violation of the**
26 **California Labor Code or otherwise for his filing the Action by allegedly interfering with Plaintiff**
27 **being hired by National Grid Solutions, LLC. Zones expressly denies all such claims and allegations**

1 **and denies that it caused Plaintiff injury, loss or damage of any kind whatsoever by such alleged**
2 **conduct or otherwise.**

3 **6.4. Settlement is Contingent Upon Release of Claims.** This Agreement is
4 conditioned upon the releases by the Settlement Class and Class Representative as described herein, and
5 upon covenants by the Settlement Class Members and Class Representative that they will not participate
6 in any action, lawsuits, proceedings, complaints, or charges in any court or before any administrative body
7 related to any claims they have released under this Agreement.

8 **6.5. Inadmissibility of Settlement Documents.** The Parties agree that this Agreement
9 and all exhibits thereto shall be inadmissible in any proceeding, except an action or proceeding to approve,
10 interpret, or enforce this Agreement. The Parties agree that, to the extent permitted by law, this Agreement
11 will operate as a complete defense to—and may be used as the basis for an injunction against or dispositive
12 motion with respect to—any action, suit, or other proceeding attempted in breach of this Agreement.

13 **7. SETTLEMENT APPROVAL PROCEDURE**

14 **7.1. Preliminary Approval.** Plaintiff shall submit to the Court a Motion for
15 Preliminary Approval of Class Action Settlement. This motion shall seek an order to preliminarily
16 approve this Agreement according to the terms in this Agreement and provide for the Notice of Class
17 Action Settlement to be sent to Class Members as specified in this Agreement, substantially in the form
18 attached hereto as **Exhibit A**. This motion shall include the bases for demonstrating the settlement
19 amounts are reasonable in light of the facts and controlling authorities pertaining to the claims alleged.
20 The motion shall also be accompanied by a declaration of Class Counsel discussing the risks of continued
21 litigation and the decision that the best interests of the Class Members are served by the terms of this
22 Agreement. Defendants' counsel shall have the opportunity to review and comment on a draft of the
23 motion before it is filed.

24 **7.2. Final Approval.** Plaintiff shall submit to the Court a Motion for Final Approval
25 Order, which shall include findings and orders (a) approving the Agreement, (b) adjudging the terms to
26 be fair, reasonable, and adequate, (c) reciting the Released Claims in full, (d) directing that the terms of
27 the Agreement be carried out, and (e) retaining jurisdiction to oversee enforcement of this Agreement and
28

the Court's orders. Defendants' counsel shall have the opportunity to review and comment on a draft of the motion before it is filed.

7.3. Motion for Class Counsel Payment. Along with the Motion for Final Approval, Class Counsel may file a motion for Court approval of an attorneys' fees and costs award in the amount of (a) 1/3 of the Gross Settlement Amount (currently Fifty Thousand Dollars (\$50,000)), and (b) litigation costs actually incurred in representing the interests of the Class, supported by adequate documentation, in an amount not to exceed Twenty Thousand Dollars (\$20,000).

7.4. Motion for Class Representative Service Award. Along with the Motion for Final Approval, Class Counsel may file a motion for Court approval of Class Representative Service Award in the amount of Ten Thousand Dollars (\$10,000) to Class Representative Roman Perez.

7.5. Timing of Judgment. After the Final Approval Order, Plaintiff shall request that the Court enter Judgment in accordance with this Agreement, without further fees or costs.

7.6. Appeal Rights. Only an Objector has the right to appeal the Judgment, if the Judgment is in accord with this Agreement. Each Class Representative and Class Counsel hereby waive any right to appeal any judgment, ruling, or order in this Action, including, without limitation, any Final Approval Order and any Judgment in the Action. This waiver includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

7.7. Schedule of contemplated events. By way of review, the events contemplated by the settlement approval procedure are as follows:

Deadline for Defendant Butler to provide current class list to Settlement Administrator	Within 14 calendar days of Preliminary Approval of the Agreement
Deadline for Settlement Administrator to mail Notice of Class Action Settlement	Within 7 business days of receipt of the class data from Defendants

Last day for class members to dispute their number of Eligible Workweeks	45 calendar days from date that Notice of Class Action Settlement is mailed; or 15 days from the date that Notice of Class Action Settlement is re-mailed
Last day for class members to submit Requests for Exclusion or Objections	45 calendar days from date that Notice of Class Action Settlement is mailed; or 15 days from the date that Notice of Class Action Settlement is re-mailed
Settlement Administrator to report to Defendants' Counsel and Class Counsel on Requests for Exclusion, Objections and other results of class notice	55 calendar days from date that Notice of Class Action Settlement is mailed
Deadline for Class Counsel to move for Final Approval, attorneys' fees and costs, and Class Representative Service Awards	To be set by the Court
Hearing on Final Approval and on motion for Class Counsel Payment and Class Representative Service Award	To be set by the Court

8. MISCELLANEOUS

8.1. No Tax Advice. Neither Class Counsel nor Defense Counsel intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

8.2. No Impact on Employee Benefits. No payment made under this Agreement shall be considered as compensation or hours worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred

1 compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any
2 such plan is considered an ERISA employee benefit plan.

3 **8.3. Language of Settlement Documents.** All settlement-related documents to be filed
4 with the Court or sent to Class Members must be approved by all Parties before being filed or sent.

5 **8.4. Parties' Authority.** The signatories hereto represent that they are fully authorized
6 to bind the Parties to all the terms of this Agreement. The Parties agree that Class Members are so
7 numerous that it is impossible or impractical to have each Class Member execute this Agreement. This
8 Agreement may be executed on behalf of Class Members by the proposed Class Representative and by
9 Class Counsel.

10 **8.5. Entire Agreement.** This Agreement, which includes its Definitions, Recitals, and
11 all Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all prior
12 and contemporaneous negotiations and understandings between the Parties.

13 **8.6. Counterparts.** This Agreement may be executed in counterparts, and each
14 counterpart signed and delivered shall be deemed an original, and when taken together with other signed
15 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon
16 and effective as to all Parties.

17 **8.7. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
18 by signing on the designated signature block and transmitting that signature page via facsimile or as an
19 attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for
20 purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

21 **8.8. Waivers and Modifications to Be in Writing.** No waiver, modification, or
22 amendment of this Agreement—whether purportedly made before or after the Court's approval of this
23 Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then
24 shall be valid subject to any required Court approval. Any failure by any Party to insist upon the strict
25 performance by the other Party of any provision of this Agreement shall not be deemed a waiver of future
26 performance of the same provisions or of any other provision of this Agreement, and such Party,
27 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any

provision of this Agreement. The time periods and dates provided in this Agreement with respect to giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Class Counsel and Defense Counsel.

8.9. Construction. Each Party participated jointly in the drafting of this Agreement, and its terms are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

8.9.1. Exhibits Incorporated by Reference. This Agreement includes the terms set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

8.9.2. Headings. The headings within this Agreement appear for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.9.3. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement enforceable.

8.10. Duty to Cooperate. Each Party, upon the request of another, agrees to perform such acts and to execute and to deliver such documents as are reasonably necessary to carry out this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary Administrative Costs.

8.11. No Prior Assignments or Undisclosed Liens. The Class Representative and Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to attorneys' fees and costs award to be paid under this Agreement. The Class Representative and Class Counsel further represent and warrant that there are not any liens or claims against any amount that Defendants are to pay under this Agreement. The Class Representative and Class Counsel agree to defend, to indemnify, and to hold Defendants harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

1 **8.12. Waiver of Right to Request Exclusion by Class Representatives.** The Class
2 Representative, by signing this Agreement, agrees not to request exclusion from the settlement. The Class
3 Representative, by signing this Agreement, further represents that he has no objection to the terms of the
4 Agreement and believes the terms to be fair, reasonable and adequate.

5 **8.13. Publicity.** Neither Plaintiff nor Class Counsel will publicize the Agreement in any
6 way that identifies Defendants, except as follows: Nothing in this Agreement shall preclude Class Counsel
7 from communicating with members of the Settlement Class after preliminary approval, and after
8 preliminary approval Class Counsel is permitted to post Court-filed documents on their website(s) for
9 viewing by the Settlement Class members. Further, Class Counsel shall be permitted to disclose their
10 approval as Class Counsel in this Agreement in declarations filed with any court in support of Class
11 Counsel's adequacy.

12 **8.14. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
13 implementation of this Agreement as well as any matter arising out of, or related to, the implementation
14 of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without
15 the consent of all Parties.

16 **8.15. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall first
17 attempt to resolve the dispute informally through good faith negotiations and with the help of the mediator
18 (Steve Serratore, Esq.) if necessary, and, if those efforts are unsuccessful, they agree to mediate any such
19 dispute. The Parties will split the costs of the mediator, and all parties will bear their own fees and costs.

20 **8.16. Governing Law.** All terms of this Agreement shall be governed by and interpreted
21 according to California law.

22
23 SO AGREED:

24 Dated:

Roman Perez
Roman Perez (Feb 14, 2023 12:04 PST)

Plaintiff And Class Representative ROMAN PEREZ

1 Dated:
2 February 08, 2023

3 Levi Smylie
4 For Defendant BUTLER AMERICA, LLC

5 Dated:

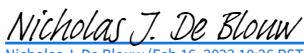
6 
jon bailey (Feb 10, 2023 15:09 PST)
7 For Defendant ZONES, LLC
jon bailey

8 Approval As To Form and Content By Counsel:

9
10 Dated: Feb 16, 2023

11 BLUMENTHAL NORDREHAUG BHOWMIK DE
12 BLOUW LLP

13 By

13 
Nicholas J. De Blouw (Feb 16, 2023 10:26 PST)

14 Nicholas J. De Blouw
15 Norman B. Blumenthal
16 Attorney for Plaintiff ROMAN PEREZ and the Settlement
Class.

17 Dated:

18 ZAKAY LAW GROUP APLC

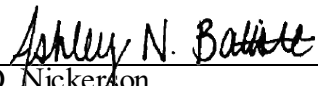
19 By

20 
Shani O. Zakay
21 Attorney for Plaintiff ROMAN PEREZ and the Settlement
Class

Dated: February 9, 2023

GORDON REES SCULLY MANSUKHANI, LLP

By


Craig D. Nickerson
Linh T. Hua
Ashley N. Batiste

Attorney for Defendant BUTLER AMERICA, LLC

Dated: February 9, 2023

FOX ROTHSCHILD, LLP

By


Jeffrey S. Horton Thomas
Daniel Kitzes

Attorney for Defendant ZONES, LLC

EXHIBIT A

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

(Perez, et al., v. Butler America, LLC, et al., San Bernardino County Superior Court Case Number CIVDS2018372)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. Your estimated PAGA Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will be unable to object to any portion of the proposed Settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Roman Perez (“Plaintiff”) and Defendants Butler America, LLC and Zones, LLC (collectively “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were assigned to provide professional services to Zones, LLC by Butler America, LLC and performed work in California during the period of May 27, 2016 to June 21, 2022.

The “Settlement Period” is the period of time running from May 27, 2016 to June 21, 2022.

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

2. What is this class action lawsuit about?

On May 27, 2020, Plaintiff filed a class action complaint in the Superior Court of California, County of Los Angeles (the “Los Angeles Action”), alleging the following: (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 & 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 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; and (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203. On September 2, 2020, Plaintiff filed a representative action complaint in the Superior Court of California, County of San Bernardino (the “San Bernardino Action”), alleging a single cause of action pursuant to PAGA for civil penalties pursuant to Cal. Lab. Code § 2699, *et seq.* On February 22, 2021, Plaintiff filed a first amended complaint in the San Bernardino Action, adding the seven causes of action alleged in the Los Angeles Action. Subsequent to filing the Los Angeles Action, the Parties met and conferred regarding the proper venue for the action and determined that Defendant operates its business, and Plaintiff performed work, in the County of San Bernardino. As such, on March 19, 2021, Plaintiff filed a Request for Dismissal of the Los Angeles Action, which the Court granted on March 25, 2021. The operative complaint is the first amended complaint in the San Bernardino Action.

Defendants deny (1) all the material allegations in the Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution, attorneys’ fees, or costs, or for any other compensation or remedy with respect to anyone on account of the claims asserted in the Action, and (4) that class certification or representative treatment is appropriate as to any claim in the Action. Defendants contend that its policies, procedures, and practices comply with all applicable laws asserted in the Action.

On April 21, 2022, the Parties participated in mediation presided over by Steve Serratore, Esq., a well-respected wage and hour class action mediator. The mediation concluded without a settlement. However, following the mediation, each side, represented by its respective counsel, agreed to settle the Action based on a Mediator’s proposal. 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 Blumenthal Nordrehaug Bhowmik De Blouw LLP and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Hundred and Fifty Thousand Dollars (\$150,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Administrative Costs, the PAGA Payment, each Aggrieved Employee’s pro-rata PAGA Payment, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendants 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 Settlement Class Members, as follows:

- Administrative Costs. Payment to the Settlement Administrator, estimated not to exceed **\$8,500.00** for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel's Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Payment of no more than 1/3 of the Gross Settlement Amount (currently \$50,000) and Class Counsel's costs of not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$5,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$3,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$1,250 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Payment, the Class Representative Service Award, the PAGA Payment, and the Administrative Costs 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 Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the number of Eligible Workweeks attributed to the Settlement Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. An "eligible workweek" is defined as a workweek in which a Class Member was employed by Defendants during the Claim Period, and received any regular pay.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Net PAGA Amount shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were assigned to provide professional services to Zones, LLC by Butler America, LLC and performed work in California during the period of April 15, 2019 to June 21, 2022. The PAGA Period means the period between April 15, 2019 to June 21, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment 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. Ten percent (10%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Ninety percent (90%) of each Individual Settlement Payment is allocated to interest (forty-five percent (45%)), penalties and other non-wage payments (forty-five percent (45%)), and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon the Court's entry of the Final Approval Order and Judgment, and upon funding of the Gross Settlement Amount, and except as to rights this Agreement creates, Plaintiff and each member of the Settlement Class shall release the Released Parties from all class claims alleged in the operative complaint and that could have been alleged in the operative complaint based on the facts alleged, which occurred during the Settlement Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims outside of the Settlement Period, and PAGA Claims, which are separately released hereinbelow. The Released PAGA Claims shall be released as follows. Upon the Court's entry of Final Approval Order and Judgment, and funding of the Gross Settlement Amount, the Defendants shall receive a release from the Aggrieved Employees of all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period (the "Released PAGA Claims").

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 Defendants 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?

Defendants' records reflect that you have <<____>> Workweeks worked during the Settlement Period (May 27, 2016 to June 21, 2022).

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

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (April 15, 2019 to June 21, 2022).

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 mailed Notice; or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement other than a share of the Net PAGA Amount, 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 Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit **entitled *Perez, et al., v. Butler America, LLC, et al., San Bernardino County Superior Court Case Number CIVDS2018372***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice other than a share of the Net PAGA Amount." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Perez, et al., v. Butler America, LLC, et al., San Bernardino County Superior Court Case Number CIVDS2018372***. 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 _____. 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:

Norman B. Blumenthal,
Esq.
Blumenthal Nordrehaug
Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
norm@bamlawca.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
shani@zakaylaw.com

**Counsel for Defendant Butler
America, LLC:**

Craig D. Nickerson, Esq.
Linh T. Hua, Esq.
Ashley N. Batiste, Esq.
Gordon Rees Scully
Mansukhani, LLP
633 West Fifth Street, Suite
5200
Los Angeles, CA 90071
Telephone: (213) 576-5000
Facsimile: (213) 680-4470
Tjang-Busby@grsm.com
lhua@grsm.com
abatiste@grsm.com

Counsel for Defendant Zones, LLC

Jeffrey S. Horton Thomas, Esq.
Daniel V. Kitzes, Esq.
Fox Rothschild, LLP
10250 Constellation Blvd., Ste. 900
Los Angeles, CA 90067
Telephone: (310) 598-4150
Facsimile: (310) 556-9828
JHortonThomas@foxrothschild.com
DKitzes@foxrothschild.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**, at the San Bernardino County Superior Court, Department S26 located at 247 West Third Street, San Bernardino, CA 92415 before Judge David Cohn. 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 _____ or write to *Perez, et al., v. Butler America, LLC, et al., San Bernardino County Superior Court Case Number CIVDS2018372*, Settlement Administrator, c/o _____.

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 Zakay Law Group, APLC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Perez v. Butler America

Tuesday, July 12, 2022

Requesting Attorneys Name:

Jackland Hom

E-Mail:

jackland@zakaylaw.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroup.com

Contact Number:

714.504.4242

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	65
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

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

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

Subtotal \$325.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	0	\$0.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$10.00	1	\$10.00
Toll Free Customer Service Representative	Flat Fee	\$20.00	1	\$20.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$720.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$2.50	65	\$162.50
USPS First Class Postage	Per Piece	\$0.55	65	\$35.75
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$3.00	13	\$39.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$537.25

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$2.50	65	\$162.50
USPS First Class Postage	Per Piece	\$0.55	65	\$35.75
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$3.00	7	\$19.50
Preparation of Taxes	Hourly	\$120.00	8	\$960.00
Annual Filing of Tax Return	Per Year	\$750.00	1	\$750.00

**Additional Bank fees may apply*

Subtotal \$2,477.75

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,440.00

TOTAL CASE ESTIMATE: \$5,500.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 3

EXHIBIT 4

Zakay Law Group, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Fax: (858) 404-9203

1. Firm Practice Areas:

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

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Court for the District of California (all courts)

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magma cum laude*, April 2011

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

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

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

SAN DIEGO STATE UNIVERSITY, San Diego, CA

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

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

- **COMMUNITY SERVICE**

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

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

3. Attorney Jackland K. Hom Biography:

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

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

- **PROFESSIONAL EXPERIENCE**

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

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

- **EDUCATION**

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

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

Academic Achievement Awards: Advanced Prosecution Function.

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

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

4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA

Trial Attorney, January 2021 – December 2021

- **EDUCATION**

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

Juris Doctor, *cum laude*, May 2020

Honors: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)

CALI Excellence for the Future Award: Legal Writing and Research I

Activities: President of External Affairs, Consumer Attorneys of USD

Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

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

Honors: Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

5. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

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

- **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

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

6. Lead Counsel – Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

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

2. Henry v. InMotion Entertainment Group, LLC

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

3. Moore v. Zirx Transportation

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

4. Pasallo v. GSG Protective Services

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

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

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

6. Flores v. Plastic Express

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

7. Tressler v. Spoonful Management

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

8. Leymaster v. Toms Sierra Company, Inc.

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

9. Murphy v. Rockler Retailer Group, Inc.

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

10. Bruemmer v. Tempur Retail Stores, LLC.

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

11. Christina Cummings v. G6 Hospitality, LLC

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

12. Nicolai Laguatan v. Prevent LSS

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

13. Lisa Ramirez v. Carefusion Resources, LLC

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

14. Charles Ornelas v. C&A Transportation Services

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

15. Luz Marin v. California Marine Cleaning

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

16. Christian Van Cleave v. Sunrise Senior Living Management

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

17. Heather McIntyre v. JRR Enterprises

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

18. Lori Phipps v. Soapy Joe's

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

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657

Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

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

21. Tiffany Rodriguez v. Circle K

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

22. Derik Scott et al. v. Ultimate Performance

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

23. Raymond Frazier v. Asa Carlton

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

24. John Moreno v. Da Kitchen

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

25. Penny Lane v. International Aero Clubs, LLC

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

26. Amber Price v. DMSD Restaurants

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

27. Jamaal Johnson v. Volt Management Corp

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

28. Ezzat Menias v. All American Private Security

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

29. Mark Connor v. Ascendant Marketing

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

30. Niki Nunez v. Home Depot

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

31. Alma Salazar v. Frontier Toyota

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

32. Josefina Garces v. Kar Auction Services

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

33. Madison Weiss v. Niznik Behavior

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

34. Jimmy Mack v. ERM Enterprises

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

35. Josefina Garces v. DriverDo

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

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

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

38. Josalyn O'Quinn v. Laugh Factory

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

39. Nicholas Leon v. Miller Event Management

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

40. Aaris Watts v. TRL Systems

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

41. Faith Smith v. Island Pizza

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

42. Johnathan Roa v. Otay Mesa Sales

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

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification

Status	In Litigation
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45. Curtis Edwards v. Resolve Group

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

46. Elena Kiseleva v. TotalMed Staffing, Inc

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

47. Richard Jer Vang v. Bridge Property Management

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

48. Madison Marrero v. Stat Med

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

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

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

51. Griselda Duran v. EmployBridge

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

Status	In Litigation
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52. Luis Rendon v. Healthcare Investments, Inc.

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

53. Richard Melead v. TVI, Inc.

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

54. David Spencer v. Asset Gas, Inc.

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

55. Thomas Haven v. California Vocations, Inc.

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

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

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

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

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

59. Jie Xu v. HT Multinational

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

60. Yvette Molina v. Hawaiian Airlines

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

61. Reinald Pillsbury v. T & T Restaurants CA

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

62. Luis de Jesus v. Guardian Angel Home Care

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

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

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

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

65. James Conley v. Siskiyou Forest Products

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

66. Alex Castellanos v. Southwest Patrol

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

67. Damien Hampton v. Pegasus Investors

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

68. Tamara Perkins v. FSEI

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

69. Rodney Stovall v. Javelin Logistics Company

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

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

71. Elias Kaser v. Aviation Consultants, Inc.

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

72. Christopher Chacon v. Panda Motors, Inc.

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

73. Willie Lang v. Pathways

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

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

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

75. Daniel Jacobs v. Rush Media Company

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

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

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

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

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

78. Hector Avitia v. LAZ Parking

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

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

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

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

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

83. Michael Ashlock v. Advantis Medical Staffing

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

84. Moe Popal v. Ameriprise Auto & Home Insurance

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

85. Mark Williams v. Web to Door

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

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

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

87. Nicolas Neutall v. Urban Alchemy

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

88. Courteney Arneson v. Bahn Thai, Inc.

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

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

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

90. Christian Soltero v. Summit Pizza West, LLC

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

91. Traci Pollinger v. Hoehn Motors, Inc.

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

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

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

93. Shasta Collins v. Hilton Management, LLC

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

94. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

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

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

97. Gabriel Guzman Jr. v. Vulcan Materials Company

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

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

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

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

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

100. David Ezell v. Diab Leasing, Inc.

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

101. Joe Moreno v. Rambo, LLC

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

102. Noemy Flores v. Aven Group, Inc.

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

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

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

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

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

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

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

106. Jermell Jones v. Greenlawn Funeral Homes

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

107. Chanda Young v. Breakfast Republic

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

108. Jesus Marin v. Chipotle Services, LLC.

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

109. Daniel Rosas v. WSD Engineering, Inc.

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

110. Isaiah Davis v. RPM Juice, Inc.

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

111. Amanda Hernandez v. Parenting Network

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

112. Christiane Hilden v. Oakwood Village, Inc.

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

113. Jose Garcia v. Ferma Greenbox

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

114. Brittney Jones v. ASD6

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

115. Richard Sanchez v. Salinas Lincoln Mercury

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

116. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

117. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

118. Michael Nash v. K. Hovnanian

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

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

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

120. Doretha Jackson v. White Fir Holdings, LLC

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

121. Emily Tolosa v. Kensington Redwood City, LLC

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

122. Gabriel Guzman v. Vulcan Materials Company

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

123. Cristal Rodriguez v. EAH , Inc.

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

124. Natalie Chrestensen v. Northeastern Rural Health Clinics

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

125. Khozama Almahdi v. Vitamin Shoppe Industries

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

126. Omar Vejar v. Fineline Woodworking, Inc.

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

127. Janelle Harris v. 7Cuts, LLC

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

128. Claudia Nunez v. The Whole Child

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

129. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

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

130. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	PAGA
Status	In Litigation

131. Robert Baray v. Curation Foods

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

132. James Aguilar v. T & K

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

133. Arthur Gutierrez v. Anning Company

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

134. Pedro Rodriguez v. RM Parks

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

135. Phillip Soto v. Niki Investments

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

136. David Ezell v. Diab Leasing

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

137. John Icabalceta v. Integrated Protection Corp.

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

138. Jose Garcia v. Pacific Shellfish Inc.

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

139. Geneva Putman v. Winco Holdings, Inc.

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

140. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

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

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

142. Tausha Griswold v. Savings Bank of Menocino County

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

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

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

144. Joe Moreno v. Rambo, LLC.

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

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

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

146. Norman Respass v. The Scion Group

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

147. Jalil Hasim v. The Davey Tree Expert Company

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

148. Devin Terrel v. KaiserAir

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

149. Michelle Lee v. Aveanna Healthcare AS, LLC

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

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

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

151. Lydia Wedan v. Lakeport Post Acute, LLC

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

152. Dante Henderson v. Bizon Group, Inc.

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

153. Noemy Flores v. Aven Group, Inc.

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

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

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

155. Ricardo Rodriguez v. Employbridge

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

156. Amanda Patterson v. RCSH Operations, Inc.

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

157. Tyra Toler v. Total Testing Solutions LLC

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

158. Juanita Allen v. Nissan of Stockton

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

159. Bria Ware v. Shake Shack

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

160. Paola Villalvazo v. SK Market Inc.

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

161. Luke Delacruz v. Walmart (Bonobos)

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

162. Tanya Ripley v. Cerner Corp.

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