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Attorneys for Plaintiff MICHAEL NASH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

MICHAEL NASH, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

K. HOVNANIAN COMPANIES, LLC, a
California Limited Liability Company, and
DOES 1-50, Inclusive,

Defendants.

Case No. RIC2003319

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

Date: June 27, 2024

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Reservation ID: 205551208606

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

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

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

9 **I. EXHIBITS**

10 **CMO Section D(1)(a)-(c)**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
12 of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement
13 Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed
14 Class Notice. Attached as **Exhibit "B"** to the Agreement is a true and correct copy of a Request for
15 Exclusion form. Attached as **Exhibit "C"** to the Agreement is a true and correct copy of an Objection
16 Form.

17 4. As more fully detailed in paragraphs 15-16 and 18, herein, the Parties agreed to mediate
18 the Action with Steven Mehta, an experienced mediator of wage and hour class actions. The Parties'
19 full-day mediation with Steven Mehta took place on March 24, 2022. The Parties were unable to reach
20 a settlement at mediation, however, the Parties subsequently continued settlement negotiations until a
21 settlement was ultimately reached.

22 5. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
23 Labor and Workforce Development Agency notice of this settlement with the Stipulation of Settlement
24 of Class and PAGA Action Claims and Release of Claims evidencing Class Counsel's compliance with
25 California Labor Code Section 2699(1)(2).

26 **CMO Section D(8)(a): Administrator Bids**

27 6. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
28 administration submitted by Apex Class Action LLC, in the amount of \$6,800. Bids were sought from

multiple potential administrators including Atticus Administration, LLC., ILYM Group, Inc., CPT Group, and Apex Class Action LLC. Apex Class Action LLC provided the lowest bid.

II. INTRODUCTION

7. The “**Net Settlement Fund**” of approximately \$119,666.67 (Gross Settlement Amount minus the requested Class Representative Service Award, Class Counsel Award, PAGA Settlement and Settlement Administration Costs) will be allocated to all Settlement Class Members on a pro-rata basis according to the number of Workweeks each Settlement Class Member worked during the Class Period. The entire Net Settlement Amount will be paid to all Settlement Class Members. Assuming a 100% participation rate, the average Individual Settlement Payment to each Settlement Class Member is estimated to be \$879.90.

8. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the Class Members is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm’s length. The Settlement confers substantial benefits to the Class Members. The relief offered by the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendant prevailing at trial.

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

III. FACTS AND PROCEDURE

A. Overview of the Litigation

10. Defendant designs, constructs and sells residential homes. This action asserts claims on behalf of Defendant’s non-exempt employees. Plaintiff worked for Defendant as a non-exempt employee in California from September 2018 to January 2020. At all times during his employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal and/or rest periods, and

1 minimum, regular and overtime wages for all hours worked. Throughout his employment, Plaintiff was
2 subject to Defendant's written policies and procedures.

3 11. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
4 provide compliant meal and rest periods, failed to reimburse employees for required expenses, failed to
5 furnish accurate itemized wage statements, and failed to pay all wages when due. Defendant forcefully
6 denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all
7 applicable employment laws and raised several other significant defenses to Plaintiff's claims, including
8 but not limited to, compliant meal and rest period practices, compliant wage statements, and timely
9 payment of all wages.

10 12. On June 4, 2020, Plaintiff served Defendant and the Labor and Workforce Development
11 Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth
12 the facts and theories supporting Defendant's alleged violations of various provisions of the California
13 Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to
14 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections
15 2698 et seq ("PAGA").

16 13. On August 18, 2020, Plaintiff filed a class action lawsuit in the Riverside Superior Court,
17 Case Number RIC2003319 ("Action"). The Action alleged eight causes of action against Defendant
18 for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200 *et seq.*;
19 (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and 1197.1;
20 (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 *et seq.*; (4) Failure to
21 Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide
22 Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Reimburse
23 Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide
24 Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §§ 226; (8) Failure to Provide
25 Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203.

26 14. On November 6, 2020, Plaintiff filed a separate action with a single cause of action for
27 Violation of the Private Attorneys General Act [Labor Code sections 2698 et seq]. On May 17, 2021,
28

1 this Court consolidated Plaintiff's class action and PAGA action for all purposes, with the class action
2 being the lead case. The consolidated cases now comprise this Action.

3 15. The Parties agreed to mediate the Action with Steven Mehta, an experienced mediator of
4 wage and hour class actions. To prepare for mediation, the Parties agreed to informally exchange
5 documents and data points subject to the mediation privilege, including but not limited to, the Class
6 Members' time data and certain payroll data points. As discussed *infra*, Plaintiff's counsel retained the
7 forensic consultants at Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data.

8 16. On March 24, 2022, the Parties participated in a full day mediation with Steven Mehta.
9 The Parties were unable to reach a settlement at mediation, however the Parties subsequently continued
10 settlement negotiations until a settlement was ultimately reached. The Parties drafted and negotiated a
11 long-form settlement agreement, which is the subject of the instant motion.

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

13 17. Months before filing the Action, Class Counsel began its pre-filing investigation into the
14 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
15 Plaintiff. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints
16 justified further inquiry.

17 18. Considering the many anticipated factual disputes, the Parties agreed that it would be in
18 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested
19 documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to
20 the Class Members. In response to Class Counsel's request, Defendant produced time records and pay
21 data for the Class Members, which allowed Plaintiff's expert to determine the average shift length,
22 average hourly rate for the Class Members, and total number of workweeks and pay periods in the Class
23 Period and PAGA Period, respectively, before beginning its analysis related to Plaintiff's allegations.
24 Defendant also produced copies of applicable handbooks, policies, and agreements containing, *inter*
25 *alia*, compensation, timekeeping and meal and rest period policies.

26 19. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
27 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services
28 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed

1 and experienced experts in their fields and have provided their expertise on thousands of cases. Stated
2 differently, the BCG is uniquely qualified to analyze Defendant's time and payroll data.

3 20. BCG analyzed Defendant's time and payroll data to assist in the development of various
4 damage models. Among other things, BCG determined the approximate number of work shifts, pay
5 periods, and average number of hours worked per shift during the Class Period. BCG also estimated the
6 number of unpaid overtime hours, the number of meal and rest break violations, as well as the total
7 damages due to Defendant's alleged miscalculation of employee's regular rates of pay during the Class
8 Period.

9 21. In advance of mediation, Class Counsel created several damage models predicated on the
10 BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure while
11 accounting for the uncertainties of continued litigation. These damage models informed and guided
12 Class Counsel during the mediated settlement discussions.

13 22. Following the Parties' mediation, the Parties engaged in formal discovery, including
14 Interrogatories, Requests for Admission, and document requests concerning Defendant's wage and hour
15 policies and practices concerning both Plaintiff and the Class. BCG updated the damages model in
16 November 2023, as the Parties continued to negotiate a settlement.

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

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24. On March 24, 2022, the Parties conducted a full day of mediation with Steven Mehta, an experienced wage and hour mediator. Steven Mehta helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with the mediator's assistance, though were unable to reach a settlement. The Parties remained in contact on the topic of settlement as they continued to litigate the matter via formal discovery. The Parties reached a settlement on February 9, 2024, after months of arm's length and adversarial negotiations. The complete and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

A. The Court Should Preliminarily Approve the Proposed Class Action Settlement

25. The Parties participated in mediation with Steven Mehta, who managed the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig.*, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and undue pressure.")). The matter resolved after months of arm's length, adversarial and non-collusive negotiations, some of which were facilitated with the assistance of a mediator.

26. Once the Parties reached a settlement, they engaged in protracted negotiations regarding the written terms of the class action settlement. The Parties maintained the arm's length, non-collusive and adversarial negotiations while arriving at the final terms of the Settlement. The Agreement is the final product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

/ / /

a. The Gross Settlement Amount Meets the Recognized Range of Reasonableness

27. The Gross Settlement Amount of \$265,000 is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Prior to reaching this settlement, Class Counsel retained BCG to develop economic damage models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims* (excluding PAGA Penalties) at \$644,588 if successful at trial. Thus, the Gross Settlement Amount of \$265,000 represents approximately 40% of Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation. The following summarizes Defendant's estimated exposure.

28. Plaintiff alleges Defendant failed to include certain non-discretionary bonuses and awards when calculating the regular rate of pay for Class Members for purposes of overtime and sick pay. Specifically, Plaintiff alleges that Class Members earned non-discretionary incentive compensation tied to sales made by the agents they supported. When this additional, non-discretionary compensation was earned during the same pay periods during which overtime or sick pay was also paid, Defendant failed to include the non-discretionary bonus into the calculation for the Class Member's regular rate of pay.

29. Plaintiff further alleges that Defendant rounded Class Members' time which resulted in the systematic under-compensation to Class Members. The data provided by Defendant shows clock in and clock out times all in exact, quarter-hour increments. Plaintiff also alleges that he and the Class Members were trained to submit timecards on the Monday of the coming week, before the workweek began, entering the same clock-in and clock-out times. Plaintiff alleges that he and other Class Members would arrive early and/or leave late when necessary, and that this time would not be reflected on their timecards, as they had been filled out prior to the workweek elapsing. As a result of Defendant's unlawful rounding and timekeeping practices, Plaintiff and Class Members were not paid for all hours worked, including overtime hours. Plaintiff's expert estimated the damages for this claim at approximately \$111,473.

1 30. Plaintiff alleges Defendant regularly: (a) failed to provide meal periods; (b) provided late
2 meal periods; (c) provided short meal periods; and/or (d) required employees to work through their
3 meal periods. Plaintiff's expert made the following notable findings with respect to Defendant's meal
4 break violations: 24.7% of shifts between 5 and 6 hours were without a recorded first meal break; 96.3%
5 of shifts between 10 and 12 hours without a recorded second meal break; and 96.8% of shifts greater
6 than 12 hours without a recorded second meal break. With respect to second meal breaks, Defendant's
7 time records indicate that Class Members worked an estimated 1,135 shifts that qualified for a second
8 meal break during the Class Period. Yet, the same records, indicate only 41 (3.6%) shifts where a second
9 meal break was recorded. Plaintiff further alleges that Defendant failed to pay any meal period
10 premiums. Defendant raised a number of defenses, including that in shifts exceeding 5 hours but less
11 than 6 hours, employees voluntarily waived their meal periods, and that in shifts exceeding 10 hours
12 but less than 12 hours, employees voluntarily waived their second meal periods. Defendants also
13 argued, among other things, that they provided all Class Members with the opportunity to take
14 compliant meal periods. Thus, Defendant argued that any missed meal periods were voluntarily and did
15 not trigger liability for premium payments.

16 31. Plaintiff also alleges that Defendant unlawfully rounded meal breaks, as Defendant's time
17 records show that 22.4% of first meal breaks were exactly 30 minutes in length and 77.2% of meal
18 breaks were exactly 60 minutes in length. This data indicates that Defendant employed a rounding
19 policy in direct violation of the California Supreme Court's ruling in *Donohue v. AMN Services, LLC*,
20 11 Cal.5th 58 (2021) and raises a rebuttable presumption of meal break violations. Plaintiff expert
21 estimated the damages for this claim at approximately \$87,342 in damages for unpaid meal period
22 premiums.

23 32. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
24 Specifically, Plaintiff alleged that Class Members were often not afforded the opportunity to take a
25 compliant rest period due to their rigorous workload requirements and understaffing. Defendants
26 denied liability and asserted that it maintained legally compliant rest period practices throughout the
27 Class Period. Moreover, Plaintiff recognized the evidentiary burdens establishing this claim.
28 Establishing Plaintiff's rest period claim would rely, almost entirely, on Class Member testimony,

1 making it a riskier claim at class certification and liability stages. Certification likely would have
2 required depositions of Class Members who provided declarations, and Defendant surely would have
3 obtained opposing declarations stating either rest breaks were taken, or rest breaks were voluntarily
4 waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11
5 (“Because of the competing testimony before the Court, plaintiff’s evidence that defendant may have
6 an illegal, written rest break policy is insufficient for this Court to find that common issues
7 predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL
8 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate
9 uniform practices.”). Accordingly, Plaintiff’s Damages model included a 15% discount as applied to
10 Class Members’ meal periods. Plaintiff’s expert estimated Defendants’ exposure for this claim to be
11 \$69,874.

12 33. Plaintiff alleges Defendant failed to furnish Class Members with complete and accurate
13 wage statements. Specifically, Plaintiff alleges that Defendant furnished wage statements that included
14 “vacation” hours in the calculation of total hours worked, in violation of Cal. Lab. Code § 226(a)(2).
15 However, hours for “Vacation” are not considered “hours worked” for purposes of Cal. Lab. Code §
16 226(a)(2). *Cicairos v. Summit Logistics, Inc.*, 133 Cal. App. 4th 949 (2005). Plaintiff also alleges that
17 Class Members who were not paid the correct wages resulting from Defendants’ miscalculation of the
18 regular rate of pay for purposes of overtime redeemed sick leave are entitled to derivative penalties for
19 Defendants’ failure to pay those wages when due and for failure to include those wages on Class
20 Member’s wage statements, thus making those wage statements inaccurate. Plaintiff’s expert estimates
21 Defendant’s damages for this claim at approximately \$190,200.

22 34. Plaintiff alleged that Defendant required that Plaintiff and other Class Members use their
23 personal cell phones and personal vehicles in furtherance of their job duties. Specifically, Plaintiff
24 alleges that he and the Class Members were required to use personal cell phones to take photos of model
25 homes and communicate with sales agents. Additionally, Plaintiff alleges that he and the Class Members
26 were required to use their own personal vehicles to drive to and from the K. Hovnanian communities.
27 Defendant owned golf carts, but failed to regularly maintain them, requiring Plaintiff and the Class
28 Members to use their personal vehicles. California employers who require employees to use a personal

cellular device for work purposes must reimburse the employee for the cost incurred in furnishing the device, including voice and data service. *See* Cal. Labor Code § 2802(a), providing that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...” Plaintiff estimated Defendants’ exposure for this claim to be \$113,430.

35. Plaintiff alleges that Defendant’s alleged violations resulted in derivative violations of Labor Code section 203. Class Counsel considered these penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant contends that Plaintiff could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code section 203. Plaintiff would have to overcome precedent to prove the Class deserved the penalties. *See, e.g., Howard v. CVS Caremark Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class certification for the same penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1134-1137 (C.D. Cal. 2011) (finding insufficient evidence of bad faith or actual injury). Due to the uncertainty here, Plaintiff applied a 20% discount to these claims and estimated Defendant’s exposure for these claims to be approximately \$72,269.

CMO Section D(2): PAGA Penalties

36. "Under PAGA, a plaintiff may bring a representative action as an aggrieved employee on behalf of herself and other current or former employees and may seek civil penalties for Labor Code violations." *Wilner v. Manpower, Inc.*, 35 F.Supp.3d 1116 (N.D. Cal. 2014). Thus, Plaintiff sought penalties for unpaid wages (including unpaid overtime), non-compliant or no meal periods, noncompliant or no rest periods, and unreimbursed business expenses. The PAGA Period is the period between June 4, 2019, until the End Date and there are approximately 128 Aggrieved Employees who worked a total of 3,728 pay periods.

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37. Plaintiff's claims and corresponding PAGA penalties can be broken down as follows:

Labor Code Section	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
351, 510, 558, 1194 and 1197 (unpaid wages)	128	\$100	3,728	100% of total pay periods	\$186,400
510 (unpaid overtime)	128	\$100	172	4.6% of total pay periods	\$17,200
512 and 226.7 (meal period violations)	128	\$50	3,724	99% of total pay periods	\$186,200
512 and 226.7 (rest period violations)	128	\$50	3,728	100% of total pay periods	\$186,400
2802 (unreimbursed business expenses)	128	\$50	3,728	100% of total pay periods	\$186,400
TOTAL					\$762,600

38. California Labor Code section 2699(e)(1) permits a court to award a lesser amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." Before and after the mediation, Defendant argued, among other things, that it was unlikely that any judge would award more than the actual amounts owed on the claims, let alone the full \$50, \$100 or \$200 per violation authorized under PAGA. In *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 204 (2018), the Court of Appeal affirmed a judgement after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff's calculation even had Plaintiff prevailed on the PAGA claim. Here, multiplying the number of pay periods (3,728) by \$5 results in a total potential liability of \$18,640.

39. As discussed above, Defendant asserted a number of defenses to both the PAGA claim and the underlying Labor Code violations, not only as to liability but also as to the amount of penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one court has ruled. These defenses present a risk to the PAGA claim and a serious risk that some or all of the PAGA penalties Plaintiff sought would not be awarded.

1 40. Based on the defenses outlined above, Defendant has argued, and continues to argue, that
2 any violation was not knowing or intentional, and that any penalty awarded beyond the benchmark set
3 in *Carrington* would be unjust, arbitrary and oppressive or confiscatory. Plaintiff concedes that at least
4 some of the alleged violations, were arguably not intentional.

5 **b. Inherent Risks of Continued Litigation Support Preliminary Approval**

6 41. Continuing to litigate this action would require continued and extensive resources
7 coupled with significant Court time to proceed through trial and post-trial motions; which can often
8 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
9 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
10 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
11 Defendant would appeal any favorable judgment.

12 42. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$265,000 that is
13 roughly 40% Defendant's estimated class wide liability exposure. Given the amount of the settlement
14 here, as compared to potential value of the claims, offset by the various inherent risks to continued
15 litigation, the settlement is fair and reasonable.

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

17 43. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
18 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
19 mail the proposed Class Notice to all Class Members. The Class Notice will include information
20 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class
21 definition, the procedure and time period within which the form Request for Exclusion or form
22 Objection must be submitted, the date for the final approval hearing, the formula used to calculate
23 settlement payments, and the terms and scope of the Released Claims. This method was negotiated by
24 the Parties to ensure delivering the most reasonable method of notice to the Class Members while
25 ensuring cost effective administration of the Settlement.

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1 **C. The Court Should Preliminarily Approve the Class Representative Enhancement**
2 **Award**

3 **CMO Section D(5)**

4 44. The Settlement provides for a Class Representative Service Award of \$10,000 for
5 Plaintiff. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing the
6 action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class
7 Counsel on the status of his case and the strategies for prosecuting the claims, reviewing the proposed
8 Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class, and
9 agreeing to provide Defendant a general release of all claims arising out of his employment.

10 45. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
11 Representative Service Award once preliminary approval of the Settlement is granted. Such motion
12 will be accompanied by a declaration from Plaintiff that describes the services he performed to
13 prosecute this action, includes an estimate of time incurred by Plaintiff in performing these services,
14 the risks he assumed or benefits he received in prosecuting this action, and identify any adverse
15 consequences he suffered in prosecuting this action.

16 46. As noted by Plaintiff in his declaration, Plaintiff has **not** negotiated any settlement of
17 individual claims with Defendant separate from the settlement at bar. Plaintiff respectfully submits that
18 the above showing is sufficient for preliminary approval of the negotiated Class Representative Service
19 Award.

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

21 **CMO Section D(3)**

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

27 48. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
28 preliminary approval of the Settlement is granted. Such motion will be accompanied by a declaration

1 that provides evidence of the total amount of time spent by Class Counsel, a description of the work
2 performed, and the reasonableness of the fees charged. Such declaration will also include a detailed
3 description of the costs actually incurred. Such declaration will include details related to fee splitting
4 between Class Counsel, and Plaintiff's written notice of such. Plaintiff respectfully submits that the
5 above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

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

7 49. For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional
8 certification of the Class is appropriate.

9 50. Because all Class Members are Defendant's current and former employees, the class is
10 readily ascertainable from Defendant's regular business records, i.e., payroll records.

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

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

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

1 **F. Class Counsel’s Experience**

2 54. Plaintiff and the Settlement Class Members are represented by competent and
3 experienced counsel to pursue their claims. I established the JCL Law Firm, APC (“Firm”), in 2010.
4 The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout
5 California in wage and hour class actions and complex multi-party product liability matters. The Firm
6 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Monnett De La Torre, Esq.
7 (Senior Associate), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma (Associate
8 Attorney), Andrea Amaya, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal), Jennifer Heming
9 (Paralegal), Nicole Teller (Legal Assistant). I am qualified to represent the Plaintiff and the State of
10 California. I have extensive experience with wage and hour class and representative actions litigation
11 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
12 litigation experience and complex construction product liability experience. I can, will and have
13 adequately represented the interests of the Plaintiff, the State of California and the Aggrieved
14 Employees throughout this action.

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

18 56. I have significant class counsel and collective action counsel experience. My credentials
19 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 4.

20 57. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered
21 in excess of \$75 million on behalf of the Firm’s clients.

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

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

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 4th day of June 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
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Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

MICHAEL NASH, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

K. HOVNANIAN COMPANIES, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. RIC2003319

[Action Filed 08/18/2020]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between plaintiff MICHAEL NASH (hereinafter “Plaintiff”), an individual, on behalf of the Settlement Class, and in his representative capacity on behalf of the State of California, and defendant K. HOVNANIAN COMPANIES, LLC, a California Corporation (hereinafter “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action and PAGA lawsuit designated *Nash v. K. Hovnanian Companies, LLC*, Riverside County Superior Court, Case No. R1C2003319, filed August 18, 2020.
- B. “Aggrieved Employees” shall mean all individuals who are or previously were employed by Defendant in California and classified as nonexempt employees during the PAGA Period.
- C. “Aggrieved Employee Payment” shall mean each Aggrieved Employee’s pro rata share of the PAGA Settlement. This will be determined by taking the Aggrieved Employee’s respective PAGA Payment Ratio and multiplying it by the PAGA Settlement Amount.
- D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class Action and Release of Claims.
- E. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani Zakay of Zakay Law Group, APLC and Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”).
- F. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$88,333.33 out of \$265,000 plus costs and expenses in an estimated amount of \$25,000. Class Counsel’s award for attorneys’ fees will be divided between Class Counsel as

follows: 30% to BNBD, 35% to JCL Law Firm, APC and 35% to Zakay Law Group, APLC.

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

H. “Class Members” or the “Class” means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.

I. “Class Period” means the period between August 18, 2016 to the End Date.

J. “Class Representative Service Award” means the amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of Defendant.

K. “Class Representative” shall mean plaintiff MICHAEL NASH.

L. “Court” means the Superior Court for the State of California, County of Riverside currently presiding over the Action.

M. “Defendant” shall mean K. HOVNANIAN COMPANIES, LLC.

N. “Effective Date” means the earliest date, following entry by the Court of an order and judgment finally approving this Settlement, upon which one of the following have occurred: (i) if no objection is filed to the settlement and no objector appears at the hearing on final approval, the date of the Court’s entry of the order granting final approval, (ii) if an objection is filed to the settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval

1 order or judgment; (b) final affirmance of the final approval order and judgment by
2 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
3 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
4 the final approval order and judgment is no longer subject to further judicial review.

5 O. "End Date" shall mean the earlier of either February 9, 2024, or the date on which the
6 Class Members worked a collective 17,400 workweeks.

7 P. "Funding Date" shall mean sixty (60) calendar days after the Effective Date and is
8 the date Defendant transfers the Gross Settlement Amount into the QSF in accord
9 with the terms of this Agreement.

10 Q. "Gross Settlement Amount" means Two Hundred Sixty-Five Thousand Dollars
11 (\$265,000.00) that Defendant must pay into the QSF in connection with this
12 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
13 Representative Service Award, the Class Counsel Award, PAGA Settlement and the
14 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,
15 if any, triggered by any payment under this Settlement.

16 R. "Individual Settlement Payment" means the amount payable from the Net Settlement
17 Amount to each Settlement Class Member and excludes any amounts distributed to
18 Aggrieved Employees pursuant to PAGA.

19 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
20 Counsel Award, Class Representative Service Award, PAGA Settlement, and
21 Settlement Administration Costs.

22 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the
23 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
24 than formatting changes to facilitate printing by the Settlement Administrator).

25 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
26 Labor Code § 2698 *et seq.*

- 1 V. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
2 for each Aggrieved Employee divided by the total of the pay periods for all Aggrieved
3 Employees during the PAGA Period.
- 4 W. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
5 Employee Payment, as defined herein, means the number of pay periods of
6 employment during the PAGA Period that each Aggrieved Employee worked in
7 California.
- 8 X. "PAGA Period" means the period between June 4, 2019 until the End Date (the
9 "PAGA Period").
- 10 Y. "PAGA Settlement" shall mean Fifteen Thousand Dollars (\$15,000) to be allocated
11 from the Gross Settlement Amount.
- 12 Z. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
13 Plaintiff or Defendant, individually.
- 14 AA. "Class Payment Ratio" means the respective Workweeks for each Class Member
15 divided by the sum total Workweeks for all Class Members.
- 16 BB. "Plaintiff" shall mean MICHAEL NASH.
- 17 CC. "QSF" means the Qualified Settlement Fund established, designated and maintained
18 by the Settlement Administrator to fund the Gross Settlement Amount.
- 19 DD. "Released Class Claims" means all class claims which are alleged in the operative
20 complaint, or could have been alleged based upon the facts in the operative complaint,
21 which occurred during the Class Period, and expressly excluding all other claims,
22 including claims for vested benefits, wrongful termination, unemployment insurance,
23 disability, social security, workers' compensation, and class claims outside of the
24 Class Period.
- 25 EE. "Released PAGA Claims" means all claims for statutory penalties that could have
26 been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-
27 filing letter to the LWDA; "Released PAGA Claims" do not include any Aggrieved
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Employee's claim for wages or damages.

FF. "Released Party" shall mean Defendant, its officers, directors, employees and agents.

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

HH. "Settlement" means the disposition of the Action pursuant to this Agreement.

II. "Settlement Administrator" means Apex Class Action LLC; Tel: 949.878.3676; The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

JJ. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

KK. "Workweeks", for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.

II. RECITALS

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

B. On August 18, 2020, Plaintiff filed the Class Action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;
 3. Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*;
 4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
 5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
 6. Failure to reimburse Plaintiff for required expenses in violation of California Labor Code section 2802;
 7. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; and
 8. Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203.
 9. On November 6, 2020, Plaintiff filed a separate action with a single cause of action for Violation of the Private Attorneys General Act [Labor Code sections 2698 *et seq*].
- C. On May 17, 2021, this Court consolidated Plaintiff's class action and PAGA action for all purposes, with the class action being the lead case. The consolidated cases now comprise this Action, as defined in Section I(A).
- D. The Class Representative believes he has meritorious claims based on alleged violations of the California Labor Code, and the Industrial Wage Commission Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.
- E. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class

Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Wage Commission Orders.

F. The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including conducting an independent investigation as to the allegations, and reviewing documents and information exchanged through both formal and informal discovery. Class counsel reviewed documents and information including timesheets and wage statements for a sampling of employees, overtime, rest period and meal period computation forms, formal discovery responses as to Defendant's wage and hour policies and practices, work schedules, employee manuals, class lists, hourly timesheet guides, and Plaintiff's complete personnel, in order to prepare for mediation. Defendant produced certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant is agreeing to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

G. On March 24, 2022, the Parties participated in mediation presided over Steven Mehta, an experienced mediator of wage and hour class actions. The Parties were unable to reach a settlement at mediation, however the Parties subsequently continued settlement negotiations until a settlement was ultimately reached. The settlement is

1 memorialized in this Agreement, which represents a compromise and settlement of
2 highly disputed claims. Nothing in this Agreement is intended or will be construed
3 as an admission by Defendant that the claims in the Action of Plaintiff or the Class
4 Members have merit or that Defendant bears any liability to Plaintiff or the Class on
5 those claims or any other claims, or as an admission by Plaintiff that Defendant's
6 defenses in the Action have merit.

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

13 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
14 for any reason the settlement does not become effective, Defendant reserves the right
15 to contest certification of any class for any reason and reserves all available defenses
16 to the claims in the Action.

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

18 **III. TERMS OF AGREEMENT**

19 A. Settlement Consideration and Settlement Payments by Defendant.

20 1. Settlement Consideration. In full and complete settlement of the Action, and
21 in exchange for the releases set forth below, Defendant and the Released
22 Parties will pay the sum of the Individual Settlement Payment, the Class
23 Representative Service Award, the Class Counsel Award, PAGA Settlement,
24 and the Settlement Administration Costs, as specified in this Agreement, equal
25 to the Gross Settlement Amount of Two Hundred Sixty-Five Thousand
26 Dollars (\$265,000.00). The Parties agree that this is a non-reversionary
27 Settlement and that no portion of the Gross Settlement Amount shall revert to
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1 Defendant. Other than the Defendant's share of employer payroll taxes and
2 as provided for in Section III(A)(2) below, if any, Defendant shall not be
3 required to pay more than the Gross Settlement Amount, except as provided
4 for hereinbelow.

5 2. Class Size. Defendant estimates that the Settlement Class is comprised of 136
6 individuals who collectively worked approximately 17,400 Workweeks
7 ("Projected Workweeks") during the Class Period. In regard hereto,
8 Defendant will provide a declaration under penalty of perjury before the
9 deadline for filing the motion for preliminary approval of the settlement,
10 confirming the number of applicable Class Members and workweeks they
11 worked during the applicable Class Period. If the workweek number
12 increases by more than 10% of the estimate stated herein, the Gross Settlement
13 Amount will increase on a pro-rata basis equal to the percentage increase in
14 the number of workweeks worked by the Class Members above 10% (In other
15 words, if the excess is 2,088, the increase will be 2% and if the increase is
16 1,740 (or less) than the increase is 10% or lower, and the increase will be zero
17 (0%)).

18 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
19 into the QSF, through the Settlement Administrator on or before the Funding
20 Date. Any interest accrued will be added to the NSA and distributed to the
21 Settlement Class Members except that if final approval is reversed on appeal,
22 then Defendants is entitled to prompt return of the principal and all interest
23 accrued.

24 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
25 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
26 together with the Gross Settlement Amount.

1 to a release from the Class Members of all class claims alleged in the operative
2 complaint, or which could have been alleged based on the facts asserted in the
3 operative complaint, which occurred during the Class Period, and expressly excluding
4 claims for vested benefits, wrongful termination, unemployment insurance, disability,
5 social security, workers' compensation, and class claims outside the Class Period.

6 C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of
7 the Gross Settlement Amount, the Defendant and Released Parties shall be entitled to
8 a release from Plaintiff and the State of California of all claims for statutory penalties
9 that could have been sought by the Labor Commissioner for the violations identified
10 in Plaintiff's pre-filing letter to the LWDA. Such release expressly excludes all other
11 claims, including claims for vested benefits, wrongful termination, unemployment
12 insurance, disability, social security, workers' compensation and PAGA claims
13 outside of the PAGA period.

14 D. General Release by Plaintiff. Upon funding of the Gross Settlement Amount, Plaintiff
15 waives, releases, acquits and forever discharges the Defendant and Released Parties
16 from any and all claims, whether known or unknown, which exist or may exist on his
17 behalf as of the date of this Agreement, including but not limited to any and all tort
18 claims, contract claims, wage claims, wrongful termination claims, disability claims,
19 benefit claims, public policy claims, retaliation claims, statutory claims, personal
20 injury claims, emotional distress claims, invasion of privacy claims, defamation
21 claims, fraud claims, quantum meruit claims, and any and all claims arising under any
22 federal, state or other governmental statute, law, regulation or ordinance, including,
23 but not limited to claims for violation of the Fair Labor Standards Act, the California
24 Labor Code, the Wage Orders of California's Industrial Welfare Commission, other
25 state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination
26 in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII
27 of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the

1 California Family Rights Act, the Family Medical Leave Act, California's
2 Whistleblower Protection Act, California Business & Professions Code Section 17200
3 et seq., and any and all claims arising under any federal, state or other governmental
4 statute, law, regulation or ordinance. Plaintiff also waives and relinquishes any and all
5 claims, rights or benefits that he may have under California Civil Code § 1542, which
6 provides as follows:

7 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
8 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
9 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
10 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
11 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
12 ***OR RELEASED PARTY.***

13
14 Thus, notwithstanding the provisions of section 1542, and to implement a full and
15 complete release and discharge of the Released Parties, Plaintiff expressly
16 acknowledges this Settlement Agreement is intended to include in its effect, without
17 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
18 the time of signing this Agreement, and that this Agreement contemplates the
19 extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
20 Agreement, including this waiver of California Civil Code section 1542, and that
21 Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's
22 choosing about this Agreement and specifically about the waiver of section 1542, and
23 that Plaintiff understands this Agreement and the section 1542 waiver, and so Plaintiff
24 freely and knowingly enters into this Agreement. Plaintiff further acknowledges that
25 Plaintiff later may discover facts different from or in addition to those Plaintiff now
26 knows or believes to be true regarding the matters released or described in this
27 Agreement, and even so Plaintiff agrees that the releases and agreements contained in
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1 this Agreement shall remain effective in all respects notwithstanding any later
2 discovery of any different or additional facts. Plaintiff expressly assumes any and all
3 risk of any mistake in connection with the true facts involved in the matters, disputes,
4 or controversies released or described in this Agreement or with regard to any facts now
5 unknown to Plaintiff relating thereto.

6 E. Conditions Precedent: This Settlement will become final and effective only upon the
7 occurrence of all of the following events:

- 8 1. The Court enters an order granting preliminary approval of the Settlement;
- 9 2. The Court enters an order granting final approval of the Settlement and a Final
10 Judgment;
- 11 3. If an objector appears at the final approval hearing, the time for appeal of the
12 Final Judgment and Order Granting Final Approval of Class Action
13 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
14 any appeal from the Judgment and Order Granting Final Approval of Class
15 Action Settlement; and
- 16 4. Defendant fully funds the Gross Settlement Amount.

17 F. Nullification of Settlement Agreement. In the event that this Agreement is not
18 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
19 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
20 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
21 fully fund the Gross Settlement Amount:

- 22 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
23 and shall not be admissible in any judicial, administrative or arbitral
24 proceeding for any purpose or with respect to any issue, substantive or
25 procedural;
- 26 2. The conditional class certification (obtained for any purpose) shall be void *ab*
27 *initio* and of no force or effect, and shall not be admissible in any judicial,
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1 administrative or arbitral proceeding for any purpose or with respect to any
2 issue, substantive or procedural; and

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

6 4. If Defendant has funded the Gross Settlement Amount, such amount will be
7 returned to Defendant. If Defendant fails to fully fund the Gross Settlement
8 Amount, Defendant shall bear the sole responsibility for any cost to issue or
9 reissue any curative notice to the Settlement Class Members and all Settlement
10 Administration Costs incurred to the date of nullification. If after Court
11 approval, Defendant fails to fully fund the Gross Settlement Amount,
12 Defendant shall bear the sole responsibility for any cost to issue or reissue any
13 curative notice to the Settlement Class Members and all Settlement
14 Administration Costs incurred to the date of nullification.

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

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

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

23 J. Preliminary Approval Motion. Plaintiff shall draft and file with the Court a Motion for
24 Order Granting Preliminary Approval and supporting papers within a reasonable
25 period of time after complete execution of this agreement and will provide Defendant
26 with a draft of the Motion at least 3 business days prior to the filing of the Motion to
27 give Defendant an opportunity to propose changes or additions to the Motion.

1 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
2 establishing and administering the QSF; calculating, processing and mailing payments
3 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
4 mailing the Notice Packets in English and Spanish to the Class Members as directed
5 by the Court; receiving and reporting the objections and requests for exclusion;
6 calculating, deducting and remitting all legally required taxes from Individual
7 Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage
8 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
9 individual shares of the PAGA Settlement; processing and mailing tax payments to the
10 appropriate state and federal taxing authorities; providing declaration(s) as necessary
11 in support of preliminary and/or final approval of this Settlement; and other tasks as
12 the Parties mutually agree or the Court orders the Settlement Administrator to perform.
13 The Settlement Administrator shall keep the Parties timely apprised of the performance
14 of all Settlement Administrator responsibilities by among other things, sending a
15 weekly status report to the Parties' counsel stating the date of the mailing, the of
16 number of Elections Not to Participate in Settlement it receives (including the numbers
17 of valid and deficient), and number of objections received. The Settlement
18 Administrator will be responsible to provide all reports necessary to Defendant's
19 payroll company to report all wages and withholdings on the Plaintiff's, Class
20 Members', and Aggrieved Employees' W-2. The Settlement Administrator will be
21 responsible to provide information necessary to assure all 1099s as required.

22 L. Notice Procedure.

- 23 1. Class Data. No later than ten (10) business days after the Preliminary
24 Approval Date, Defendant shall provide the Settlement Administrator with the
25 Class Data for purposes of preparing and mailing Notice Packets to the Class
26 Members.

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1 Settlement regardless of whether they request to be excluded from the
2 Settlement.

3 b) The Notice Packet's mailing envelope shall include the following
4 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
5 ENTITLED TO PARTICIPATE IN A CLASS ACTION
6 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
7 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
8 NOTICE."

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

20 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
21 Administrator as non-delivered on or before the Response Deadline shall be
22 re-mailed to any forwarding address provided. If no forwarding address is
23 provided, the Settlement Administrator shall promptly attempt to determine a
24 correct address by lawful use of skip-tracing, or other search using the name,
25 address and/or Social Security number of the Class Member involved, and
26 shall then perform a re-mailing, if another mailing address is identified by the
27 Settlement Administrator. In addition, if any Notice Packets, which are
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1 addressed to Class Members who are currently employed by Defendant, are
2 returned to the Settlement Administrator as non-delivered and no forwarding
3 address is provided, the Settlement Administrator shall notify Defendant.
4 Defendant will request that the currently employed Class Member provide a
5 corrected address, and transmit to the Administrator any corrected address
6 provided by the Class Member. Class Members who received a re-mailed
7 Notice Packet shall have their Response Deadline extended fifteen (15) days
8 from the original Response Deadline.

9 5. Disputes Regarding Individual Settlement Payments. Class Members will
10 have the opportunity, should they disagree with Defendant's records regarding
11 the start and end dates of employment to provide documentation and/or an
12 explanation to show contrary dates. If there is a dispute, the Settlement
13 Administrator will consult with the Parties to determine whether an
14 adjustment is warranted. The Settlement Administrator shall determine the
15 eligibility for, and the amounts of, any Individual Settlement Payments under
16 the terms of this Agreement. The Settlement Administrator's determination
17 of the eligibility for and amount of any Individual Settlement Payment shall
18 be binding upon the Class Member and the Parties, except as provided herein
19 below in Paragraph 6.

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

26 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
27 Packet shall state that Class Members who wish to exclude themselves from
28

1 the Settlement must submit a signed copy of the Request for Exclusion form
2 to the Settlement Administrator. A Request for Exclusion form will be mailed
3 together with the Notice Packet to all Class Members. The Request for
4 Exclusion will not be valid if it is not timely submitted, if it is not signed by
5 the Class Member, or if it does not contain the name and address and last four
6 digits of the Social Security number of the Class Member. The date of the
7 postmark on the mailing envelope or fax stamp on the Request for Exclusion
8 shall be the exclusive means used to determine whether the request for
9 exclusion was timely submitted. Any Class Member who submits a timely
10 Request for Exclusion shall be excluded from the Settlement Class will not be
11 entitled to an Individual Settlement Payment and will not be otherwise bound
12 by the terms of the Settlement or have any right to object, appeal or comment
13 thereon. However, any Class Member that submits a timely Request for
14 Exclusion that is also a member of the Aggrieved Employees will still receive
15 his/her pro rata share of the PAGA Settlement, as specified below. Settlement
16 Class Members who fail to submit a valid and timely Request for Exclusion
17 on or before the Response Deadline shall be bound by all terms of the
18 Settlement and any final judgment entered in this Action if the Settlement is
19 approved by the Court. No later than fourteen (14) calendar days after the
20 Response Deadline, the Settlement Administrator shall provide counsel for
21 the Parties with a final list of the Class Members who have timely submitted
22 timely Requests for Exclusion. At no time shall any of the Parties or their
23 counsel seek to solicit or otherwise encourage members of the Class to submit
24 Requests for Exclusion from the Settlement.

- 25 8. Objections. The Notice of Class Action Settlement contained in the Notice
26 Packet shall state that Class Members who wish to object to the Settlement
27 must submit a signed copy of the Objection Form to the Settlement
28

1 Administrator by the Response Deadline. An Objection Form will be mailed
2 together with the Notice Packet to all Class Members. The postmark date of
3 mailing shall be deemed the exclusive means for determining that an
4 Objection Form was served timely. The Objection Form must be signed by
5 the Settlement Class Member and state: (1) the name of the Settlement Class
6 Member; (2) the basis for the objection; and (3) the Class Member's signature.
7 Class Members who fail to submit an Objection Form may still make their
8 objections orally at the Final Approval/Settlement Fairness Hearing with the
9 Court's permission. Settlement Class Members will have a right to appear at
10 the Final Approval/Settlement Fairness Hearing to have their objections heard
11 by the Court regardless of whether they submitted a written objection. At no
12 time shall any of the Parties or their counsel seek to solicit or otherwise
13 encourage Class Members to file or serve written objections to the Settlement
14 or appeal from the Order and Final Judgment. Class Members who submit a
15 written request for exclusion may not object to the Settlement. Class Members
16 may not object to the PAGA Settlement.

17 M. Allocation of the Gross Settlement Amount.

- 18 1. Individual Settlement Payments. Individual Settlement Payments shall be
19 paid from the Net Settlement Amount and shall be paid pursuant to the
20 formula set forth herein. Using the Class Data, the Settlement Administrator
21 shall add up the total number of Workweeks for all Class Members. The
22 respective Workweeks for each Class Member will be divided by the total
23 Workweeks for all Class Members, resulting in the Payment Ratio for each
24 Class Member. Each Class Member's Payment Ratio will then be multiplied
25 by the Net Settlement Amount to calculate each Class Member's estimated
26 Individual Settlement Payments. Each Individual Settlement Payment will be
27 reduced by any legally mandated employee tax withholdings (e.g., employee
28

payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA pay periods for all Aggrieved Employees during the PAGA Period. The respective PAGA pay periods for each Aggrieved Employee will be divided by the total PAGA pay periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee’s estimated share of the PAGA Settlement.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 20% as wages (“Wage Portion”); 80% as penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which

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

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

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
20 and/or Aggrieved Employees last known mailing address no later than fifteen
21 (15) calendar days after the Funding Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
23 Employees shall remain valid and negotiable for one hundred and eighty (180)
24 days from the date of their issuance. If a Settlement Class Member and/or
25 Aggrieved Employee does not cash his or her settlement check within 90 days,
26 the Settlement Administrator will send a letter to such persons, advising that
27 the check will expire after the 180th day, and invite that Settlement Class
28

1 Member and/or Aggrieved Employee to request reissuance in the event the
2 check was destroyed, lost or misplaced. In the event an Individual Settlement
3 Payment and/or Aggrieved Employee's individual share of the PAGA
4 Settlement check has not been cashed within one hundred and eighty (180)
5 days, the check will be voided and the funds from any such uncashed checks
6 will then be directed to the State Controller's Office Unclaimed Property
7 Division in the name of the Class Member or Aggrieved Employee.

- 8 9. Class Representative Service Award. In addition to the Individual Settlement
9 Payment and his individual share of the PAGA Settlement to be paid to
10 Plaintiff, Plaintiff will apply to the Court for an award of not more than
11 \$10,000, as the Class Representative Service Award. Defendant does not
12 presently intend to oppose a Class Representative Service Award of not more
13 than \$10,000 for Plaintiff. The Settlement Administrator shall pay the Class
14 Representative Service Award, either in the amount stated herein if approved
15 by the Court or some other amount as approved by the Court, to Plaintiff from
16 the Gross Settlement Amount no later than fifteen (15) calendar days after the
17 Funding Date. Any portion of the requested Class Representative Service
18 Award that are not awarded to the Class Representative shall be part of the
19 Net Settlement Amount and shall be distributed to Settlement Class Members
20 as provided in this Agreement. The Settlement Administrator shall issue an
21 IRS Form 1099 — MISC to Plaintiff for his Class Representative Service
22 Award. Plaintiff shall be solely and legally responsible to pay any and all
23 applicable taxes on his Class Representative Service Award and shall hold
24 harmless the Released Parties from any claim or liability for taxes, penalties,
25 or interest arising as a result of the Class Representative Service Award. The
26 Class Representative Service Award shall be in addition to Plaintiff's
27 Individual Settlement Payment as a Settlement Class Member. Approval of
28

1 this Settlement shall not be conditioned on Court approval of the requested
2 amount of the Class Representative Service Award. If the Court reduces or
3 does not approve the requested Class Representative Service Award, Plaintiff
4 shall not have the right to revoke the Settlement, and it will remain binding.

5 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
6 attorneys' fees not to exceed one-third of the Gross Settlement Amount
7 currently estimated to be \$88,333.33 plus costs and expenses supported by
8 declaration not to exceed twenty-five thousand dollars (\$25,000.00) from the
9 Gross Settlement Amount will be filed. Any portion of the requested Class
10 Counsel Award that is not awarded to Class Counsel shall be part of the Net
11 Settlement Amount and shall be distributed to Settlement Class Members as
12 provided in this Agreement. The Settlement Administrator shall allocate and
13 pay the Class Counsel Award to Class Counsel from the Gross Settlement
14 Amount no later than fifteen (15) calendar days after the Funding Date. Class
15 Counsel shall be solely and legally responsible to pay all applicable taxes on
16 the payment made pursuant to this paragraph. The Settlement Administrator
17 shall issue an IRS Form 1099 — MISC to Class Counsel for the payments
18 made pursuant to this paragraph. In the event that the Court reduces or does
19 not approve the requested Class Counsel Award, Plaintiff and Class Counsel
20 shall not have the right to revoke the Settlement, or to appeal such order, and
21 the Settlement will remain binding.

22 11. PAGA Settlement. Fifteen Thousand Dollars (\$15,000) shall be allocated
23 from the Gross Settlement Amount for settlement of claims for civil penalties
24 under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The
25 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
26 Settlement (\$11,250) to the California Labor and Workforce Development
27 Agency no later than twenty-five (25) calendar days after the Funding Date
28

(hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Settlement (\$3,750) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$6,800.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within a reasonable time following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount

1 of the average Individual Settlement Payment and highest Individual
2 Settlement Payment, the Settlement Administration Costs, and any other
3 information as the Parties mutually agree or the Court orders the Settlement
4 Administrator to provide.

5 2. Final Approval Order and Judgment. Class Counsel shall present an Order
6 Granting Final Approval of Class Action Settlement to the Court for its
7 approval, and Judgment thereon, at the time Class Counsel files the Motion
8 for Final Approval.

9 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
10 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
11 Final Approval, including the Order Granting Final Approval of Class Action
12 Settlement, and Judgment before filing with the Court. The Parties and their counsel
13 will cooperate with each other and use their best efforts to affect the Court's approval
14 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
15 Judgment.

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

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

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

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

- 1 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate Action required or permitted to be taken by
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The persons signing
6 this Agreement on behalf of Defendant represent and warrant that they are authorized
7 to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that
8 he is authorized to sign this Agreement and that he has not assigned any claim, or part
9 of a claim, covered by this Settlement to a third-party.
- 10 T. No Public Comment: The Parties and their counsel agree that they will not issue any
11 press releases, initiate any contact with the press, respond to any press inquiry, or have
12 any communication with the press about the fact, amount or terms of the Settlement
13 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
14 of its terms for any marketing or promotional purposes. Nothing herein will restrict
15 Class Counsel from including publicly available information regarding this settlement
16 in future judicial submissions regarding Class Counsel's qualifications and experience.
17 Further, Class Counsel will not include, reference or use the Settlement Agreement for
18 any marketing or promotional purposes, either before or after the Motion for
19 Preliminary Approval is filed.
- 20 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
21 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 22 V. California Law Governs. All terms of this Agreement and the Exhibits and any
23 disputes shall be governed by and interpreted according to the laws of the State of
24 California.
- 25 W. Counterparts. This Agreement may be executed in one or more counterparts. All
26 executed counterparts and each of them shall be deemed to be one and the same
27
28

instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

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

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

Z. 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 consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification for purposes of this settlement only.

1 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
2 Released Claims have merit and give rise to liability on the part of Defendant.
3 Defendant claims that the Released Claims have no merit and do not give rise to
4 liability. This Agreement is a compromise of disputed claims. Nothing contained in
5 this Agreement and no documents referred to and no action taken to carry out this
6 Agreement may be construed or used as an admission by or against the Defendant or
7 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
8 than as may be specifically set forth herein, each Party shall be responsible for and
9 shall bear its/his own attorney's fees and costs.

10 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

11
12 DATED: 06/03/2024


Michael Nash (Jun 3, 2024 12:16 PDT)

13 MICHAEL NASH

14
15
16 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

17
18 DATED: _____

19 K. HOVNANIAN COMPANIES, LLC

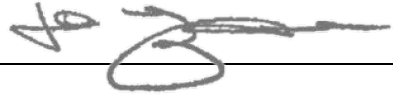
20
21 [NAME]

22
23 [TITLE]

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: June 3, 2024

JCL LAW FIRM, A.P.C.

4 By: 
5

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: June 3, 2024

ZAKAY LAW GROUP, APLC

9 By: 
10

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: _____

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

15 By: _____

16 Attorneys for Plaintiff and the Settlement Class
17 Members

18
19 DATED: _____

PAYNE & FEARS

21 By: _____

22 Jeffrey K. Brown
23 Attorney for Defendant
24
25
26
27
28

EXHIBIT A

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

(Nash v. K. Hovnanian Companies, LLC, Riverside County Superior Court Case No. RIC2003319)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS 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. After final approval by the Court, the payment will be mailed to you at the same address as this class 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 Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Class Notice?

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

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

All individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.

The “Class Period” is the period of time running from August 18, 2016 to the **End Date**.

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

2. What is this class action lawsuit about?

On August 18, 2020, Plaintiff filed a Class Action lawsuit against Defendant in the Superior Court of the State of California, County of Riverside. Plaintiff asserted the following claims alleging that Defendant: (a) Violated California Business and Professions Code sections 17200-17210.; (b) Failed to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code sections 510 *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code sections 226.7 & 512, and the applicable Industrial Welfare Commission (“IWC”) Wage Order ; (e) Failed to provide required rest periods in violation of California Labor Code sections 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of California Labor Code section 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code section 226; and (h) Failed to provide wages when due in violation of California Labor Code sections 201, 202, and 203. On November 6, 2020, Plaintiff filed a separate action in Riverside County Superior Court with a single cause of action for Violations of the Private Attorney General Act at Labor Code Section 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code. On May 17, 2021, Riverside County Court consolidated Plaintiff’s class action and PAGA action for all purposes, with the class action being the lead case. The consolidated cases now comprise this lawsuit, referred to herein as the “Action”.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them during employment and at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code sections 17200-17210; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On March 4, 2022, the Parties participated in an all-day mediation with Steven Mehta., an experienced mediator of wage and hour class and PAGA actions. The Parties were unable to reach a settlement at mediation, however the continued further settlement negotiations until a settlement was ultimately reached. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC and Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Sixty-Five Thousand Dollars (\$265,000) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to participating Class Members, Class Counsel Award, Settlement Administration Costs, PAGA Settlement, and the Class Representative Service Award to the Plaintiff.

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

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$ [REDACTED] for expenses, including expenses of sending this Class Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$88,333.33) plus costs and expenses not to exceed \$ [REDACTED] for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action 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 she undertook.
- PAGA Settlement. A payment of \$15,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$11,250 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$3,750 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Settlement, and the Settlement Administration 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 Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one day during any such workweek.
- Calculation of Individual Payments to Aggrieved Employees. The Aggrieved Employee Payment of the PAGA Settlement shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment 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. The estimated average Individual Payment to each Aggrieved Employee is \$ [REDACTED]. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between June 4, 2019 until the **End Date**.

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 ensure you receive your payment.

You may find the full text of Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" attached as Exhibit 1 to the Declaration of Jean-Claude Lapuyade in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on [REDACTED], 2024

with the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>.

Tax Matters. Twenty percent of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Settlement Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims which are alleged in the operative complaint, or could have been alleged based upon the facts in the operative complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (August 18, 2016 to the **End Date**).

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

Defendant's records reflect that you have << ____ >> pay periods worked during the PAGA Period (June 4, 2019 until the **End Date**).

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the Class Notice or re-mailed Class 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 Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is [REDACTED]. Tel: [REDACTED]; Fax: [REDACTED]; [website].

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final approval hearing. 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 apexclassaction.com.

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

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

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 [REDACTED]. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Nash v. K. Hovnanian Companies, LLC, Riverside County Superior Court Case No. RIC2003319*. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Class Notice." The request for exclusion must contain your name, address, and signature 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 *Nash v. K. Hovnanian Companies, LLC, Riverside County Superior Court Case No. RIC2003319*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is [REDACTED].

The addresses for the Parties' counsel are as follows:

Class Counsel: Jean-Claude Lapuyade, Esq. JCL Law Firm, APC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Tel.: (619) 599-8292 Fax: (619) 599-2891 E-Mail: jlapuyade@jcl-lawfirm.com	Class Counsel: Shani O. Zakay, Esq. Zakay Law Group, APLC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Tel: (619) 599-8292 Fax: (619) 599-8291 Email: shani@zakaylaw.com <u>Website: www. zakaylaw.com</u>	Counsel for Defendant: Jeffrey K. Brown, Bar No. 162957 PAYNE & FEARS LLP Irvine, California 92614 Telephone: (949) 851-1100 Facsimile: (949) 851-1212 E-Mail: jkb@paynefears.com
Class Counsel: Nicholas J. De Blouw, Esq. Blumenthal Nordrehaug Bhowmik De Blouw LLP 2255 Calle Clara La Jolla, CA 92037 Tel: (858)551-1223 Fax: (858) 551-1232 Email: DeBlouw@bamlawca.com		

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** [REDACTED], at the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside CA 92501 before Judge Harold W. Hopp. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to **K. Hovnanian Companies, LLC, Riverside County Superior Court Case No. R1C2003319**, Settlement Administrator, c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual 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 State Controller's Office Unclaimed Property Division in the name of the Class Member of Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

Superior Court of California, County of Riverside
Nash v. K. Hovnanian Companies, LLC
Riverside County Superior Court Case No. RIC2003319

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is [** INSERT DATE**]. Please note that exclusion from the Settlement does not result in exclusion of the PAGA Settlement

I. **PERSONAL INFORMATION**

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

II. **REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Nash v. K. Hovnanian Companies, LLC, Riverside County Superior Court Case No. RIC2003319*, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. I understand that exclusion from the Settlement does not result in exclusion from the PAGA Settlement.

Any Class Member that submits a timely Request for Exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement.

III. **MAILING INSTRUCTIONS**

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before [**INSERT DATE**] AT THE ADDRESS LISTED BELOW:

[Claims Admin name and address]

IV. **PLEASE SIGN BELOW**

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT C

[claims Administrator Name
Address]

Must Be Postmarked
No Later Than
XXX, 2024

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Nash v. K. Hovnanian Companies, LLC, Riverside County Superior Court Case No. RIC2003319

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any:

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE XXX, 2024. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT 2

EXHIBIT 3



Quotation Request:

Donia Saadi
Zakay Law Group, APC
donia@zakaylaw.com
619.255.9047

Case Name:

Date:
RFP Number:

Nash v. K. Hovnanian Companies LLC

Wednesday, February 21, 2024
90470020

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	150
Certified Language Translation:	Optional
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	150	\$225.00
USPS First Class Postage	Per Piece	\$0.66	150	\$99.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.15	30	\$64.50
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$25.25	1	\$25.25
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	Optional
Sub Total:				\$758.75

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$35.00	1	\$35.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$35.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	150	\$225.00
USPS First Class Postage	Per Piece	\$0.66	150	\$99.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.15	15	\$32.25
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	7	\$700.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$2,826.25

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$710.00

TOTAL ESTIMATED ADMINISTRATION COST:	\$5,500.00
TOTAL ESTIMATED ADMINISTRATION COST INCLUDING SPANISH TRANSLATION:	\$6,800.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this term may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.
12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.
13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**
14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.
15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**
16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.
17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**
18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.
19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);