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Attorneys for Plaintiff MICHAEL HONEA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF IMPERIAL

MICHAEL HONEA, on behalf of himself and
on behalf of all persons similarly situated,

PLAINTIFFS,

vs.

SPENCER CONSTRUCTION LLC, a Limited
Liability Company; and DOES 1-50, Inclusive,

DEFENDANTS.

Case No. ECU001860

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

Date: October 31, 2022

Time: 8:30 a.m.

Judge: Hon. Jeffrey B. Jones

Dept.: 7

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 HONEA (hereafter "Plaintiff") in this wage and hour class and PAGA action filed
6 against SPENCER CONSTRUCTION, LLC (hereinafter "Defendant").

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

9 **I. EXHIBITS**

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

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

18 5. Attached hereto as **"Exhibit 3"** is a true and correct copy of the JCL Law Firm "Firm
19 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

20 **II. INTRODUCTION**

21 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
22 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
23 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
24 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
25 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
26 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
27 denied or of Defendant prevailing at trial. Given that there are approximately 227 Settlement Class

Members, the average gross recovery is approximately \$456.00 (Net Settlement Amount divided by Settlement Class Members).

7. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Settlement Payments 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

8. Defendant operates a construction business which was recently involved in border infrastructure improvements in the state of California, including Imperial County where Plaintiff worked. Plaintiff worked for Defendant as a non-exempt employee in California from approximately December of 2019 to June of 2020. Throughout his employment, Defendant failed to pay Plaintiff wages for all hours worked, including overtime compensation, failed to provide legally compliant meal and rest periods, failed to issue accurate itemized wage statements, failed to pay all wages when due, and failed to reimburse for required business expenses. Throughout his employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among other documents, the "Spencer Construction Employee Handbook."

9. Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, compliant compensation policies and plans, complaint meal and rest practices, compliant wage statements, timely paid all wages due upon separation of employment, and compliant reimbursement policies and plans.

10. On November 20, 2020, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and

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

3 11. On April 15, 2021, Plaintiff filed a class action complaint in the Imperial Superior Court,
4 Case Number ECU001860 (“Action”). The Action alleged twelve causes of action against Defendant
5 for: (1) Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*; (2) Failure to
6 pay minimum wages in violation of California Labor Code sections 1194, 1197 & 1197.1; (3) Failure
7 to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (4) Failure to provide
8 required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable
9 IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code
10 sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to reimburse employees for
11 required expenses in violation of Cal. Lab. Code section 2802; (7) Failure to provide accurate itemized
12 wage statements in violation of California Labor Code section 226; (8) Failure to provide wages when
13 due in violation of Cal. Lab. Code sections 201, 202 and 203; (9) Failure to provide personnel files in
14 violation of Cal. Lab. Code section 1198.5; (10) Termination in violation of public policy [Labor Code
15 sections 1102.5 and 6310]; (11) Retaliation in violation of Labor Code section 1102.5, *et seq.*; and (12)
16 Violation of the Private Attorneys General Act [Labor Code section 2698, *et seq.*] (“Class Claims”).

17 12. After serving written discovery, the Parties agreed to mediate the Action. To prepare for
18 mediation, the Defendant agreed to informally produce additional documents and data points subject to
19 the mediation privilege, including but not limited to, employee handbooks, the Class Members’ time
20 data, and certain payroll data points. As discussed *infra*, Plaintiff’s counsel retained the forensic
21 consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

22 13. On February 7, 2022, the Parties participated in a full day mediation with Louis Marlin,
23 Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded
24 with a settlement, after both sides agreed to a Mediator’s proposal, which was subsequently
25 memorialized in the form of a Memorandum of Understanding (“MOU”).

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

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

19 **C. The Parties Settled At Mediation**

20 21. On February 7, 2022, the Parties conducted a full day of mediation with Louis Marlin,
21 Esq., an experienced mediator of wage and hour class and representative actions. Mediator Marlin
22 helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks
23 to both sides. The Parties made substantial progress with Mediator Marlin's assistance. Namely, the
24 Parties exchanged information regarding their respective claims and defense, including their respective
25 evaluation of the damages.

26 22. The mediation concluded with a settlement, after both sides agreed to a Mediator's
27 proposal, which was subsequently memorialized in a Memorandum of Understanding ("MOU"). After
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1 reaching an agreement in the principle, the Parties drafted and negotiated a long-form settlement which
2 is the subject of the instant motion. The Agreement is the final product of these mediated negotiations.
3 Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the
4 claims at issue.

5 **IV. ARGUMENT**

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

7 23. The Gross Settlement Amount of \$150,000 is fair and reasonable considering the nature
8 and magnitude of the claims being settled and the various potential impediments to recovery. Prior to
9 mediation, Class Counsel retained BCG to develop economic damage models measuring Defendant's
10 liability exposure while accounting for the uncertainties of continued litigation. The various models
11 were informed by Class Counsel's investigation, including the analysis of a significant sample of time
12 and payroll data. Class Counsel projected Defendant's liability exposure for *class claims* (excluding
13 PAGA Penalties) amounts to approximately \$714,288.73 dollars if successful at trial. This number
14 reflects the uncertainty regarding several of the claims, together with the uncertainty surrounding
15 derivative liability for inaccurate wage statements and waiting time penalties. Thus, the Gross
16 Settlement Amount of \$150,000 represents approximately 20.9% of Defendant's *class-wide* liability
17 exposure as estimated by Class Counsel at the time of mediation. The following summarizes
18 Defendant's estimated exposure.

19 24. Plaintiff's primary claim in this Action is that Defendant failed to provide Class Members
20 with compliant meal and rest periods. Specifically, Plaintiff alleges that as a result of their rigorous
21 work schedules, Plaintiff, Class Members, and Aggrieved Employees were not able to take timely and
22 duty-free meal and rest periods. When Plaintiff, Class Members and Aggrieved Employees were able
23 to take meal and rest periods, they were not permitted to leave the premises and were not allowed to
24 use their cellular phones during meal and rest periods in violation of *Augustus v. ABM Security Services,*
25 *Inc.*, (2016) 2 Cal. 5th 257. Consequently, Plaintiff alleges that he is owed meal period premiums for
26 meal and rest period violations that occurred during the Class Period.

25. Conversely, Defendant argued, among other things, that it provided all their employees, i.e., Class Members and Aggrieved Employees, with the opportunity to take compliant meal and rest periods. Defendant also argued that it maintained facially compliant meal and rest period policies. Thus, Defendant argued that there was no potential liability for Plaintiff's alleged meal and rest period violations and any claimed violations required a highly individualized inquiry not suitable to class treatment. Plaintiff estimated the damages for this claim to be approximately \$401,715.00.

26. Plaintiff also alleged that Defendant failed to pay its employees for all hours worked. Specifically, Plaintiff asserts that he and other Class Members and Aggrieved Employees performed a substantial amount of off-the-clock work, including, but not limited to, attending pre-shift meetings and repairing the border wall all while off-the-clock. As a result, Defendant failed to accurately compensate Plaintiff and other Class Members for all hours worked and their overtime hours worked.

27. Defendant denied liability for the claim. Further, Defendant argued that it had in place a written policy which required its employees to accurately record all their time worked and such written policies and procedures directed its employees not to work while off the clock. Plaintiff estimated Defendant's exposure for underpayment of wages to its non-exempt employees was approximately \$25,116.08.

28. Plaintiff further alleged that Defendants failed to accurately compensate Plaintiff and the Class Members for overtime hours worked. Defendants denied liability and argued that they accurately compensated its employees for all overtime hours worked. Plaintiff estimated that Defendants' exposure for this claim was approximately \$41,742.35.

29. Plaintiff alleges that Defendants' alleged violations resulted in derivative violations of Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various penalties and weighed the potential recoveries against probable defenses. Specifically, Defendants could argue that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Additionally, Defendants could argue that Plaintiff could not show that Class Members suffered an "injury" because of wage statement violations, as required by Labor Code section 226.

30. At the time of mediation, meal and rest period violations did not entitle employees like Plaintiff and the Class Members to pursue the derivative waiting time and itemized wage statement penalties. (See *Naranjo v. Spectrum Security Services, Inc.* (May 23, 2022, S258966) Cal.5th __ [p. 9] <http://courts.ca.gov/opinions>; *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308.) Although the California Supreme Court has since concluded that meal and rest premium are “wages,” at the time the Settlement was negotiated, Plaintiff would have had to overcome precedent to prove the Class deserved the penalties at the time of mediation. 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). Plaintiff could not give the penalty claims great weight given that they depended on proving the underlying claims, which had their own risks. Plaintiff estimated Defendant’s exposure for this claim to be approximately \$242,092.80 (\$142,375.00 for wage statement violations and \$99,717.80 for waiting time penalties).

31. Plaintiff alleged that Defendants required Class Members to incur personal expenses for the use of their personal cellular phones. California employers who require employees to incur personal business expenses for work purposes must reimburse the employee for the cost incurred. (*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...”). Specifically, Plaintiff was required to use his cellular phone in furtherance of his job duties.

32. Again, Defendant vigorously denied any liability for this claim. Defendant argued that any use of cellular phones was discretionary, and use was not mandatory to complete job tasks. Plaintiff estimated Defendants' exposure for this claim to be approximately \$3,622.50.

33. Class Counsel's damage models also estimated Defendant's exposure for PAGA penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure ranged from approximately \$15,500.00 dollars to approximately \$930,500.00 dollars.

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

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

B. Litigation Risks

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

37. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*

1 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
2 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
3 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
4 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
5 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
6 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
7 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
8 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
9 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
10 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
11 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
12 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
13 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
14 certification of driver meal and rest period claims based on the predominance of individual issues).
15 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
16 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
17 settlement.

18 38. Finally, continuing to litigate this action would require continued and extensive resources
19 coupled with significant Court time to proceed through trial and post-trial motions, which can often
20 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
21 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
22 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
23 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
24 the risk of an appeal and subsequent reversal is real.

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

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

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

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

10 **C. The Court Should Preliminarily Approve the Class Representative Service Award**

11 42. The Settlement provides for a Class Representative Service Award of \$10,000¹ for
12 Plaintiff. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing the
13 action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class

14 ¹ The amount of the requested enhancement payment-\$10,000-is reasonable by reference to the amounts that California courts (both
15 federal and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Baker v. LA. Fitness Int'l, LLC*,
16 No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue*
17 *v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement
18 payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement
19 payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding
20 \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011)
21 (awarding \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super.
22 Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct. July
23 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's Secret Stores, LLC*, No. BC368528
24 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with additional
25 compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County Super. Ct.
26 Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A.
27 County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No.
28 BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No.
BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC*
Monterey Park Hospital LP, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v.*
Catholic Moray Services, Inc., No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the
named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding
\$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding
\$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct.
Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguiar v. Cingular Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal.
Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx)
(C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San
Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-
cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No.
RIC 10005196 (Riverside Super. Ct. July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No.
CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings,*
Inc., No. JCCP 4582 (Orange County Super. Ct. Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon Security*
Services, LLC, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

Counsel on the status of his case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class.

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

D. The Court Should Preliminarily Approve the Class Counsel Award

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

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

E. Provisional Certification for Settlement Purposes Is Appropriate

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

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

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

49. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because they arise from the same factual basis and are based on the same legal theories applicable to the other

1 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
2 Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which
3 the proposed Class Members were subject to and seeks the same relief. Plaintiff has already
4 demonstrated his ability to advocate for the interests of the Class Member by initiating this litigation,
5 undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

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

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

12 51. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
13 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
14 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
15 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
16 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
17 (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Tesla Stone (Paralegal), Maria
18 Watters (Paralegal), Jennifer Hemming (Legal Secretary), and Sara Christensen (Legal Assistant).

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

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

54. I have significant class counsel and collective action counsel experience. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

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

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

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

58. 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 30th day of September 2022, 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)
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF IMPERIAL

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

PLAINTIFF,

vs.

SPENCER CONSTRUCTION, LLC, a
Limited Liability Company; and DOES 1-50,
Inclusive;

DEFENDANTS.

Case No.: ECU001860

[Action Filed 04/15/2021]

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

Judge: Honorable Jeffrey B. Jones
Dept.: 7

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff MICHAEL HONEA (hereinafter “Plaintiff”), an individual, on
3 behalf of the Settlement Class, and in his representative capacity on behalf of the State of California
4 and the Aggrieved Employees, and Defendant SPENCER CONSTRUCTION, LLC (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Honea v. Spencer*
8 *Construction, LLC*, Imperial County Superior Court, Case No. ECU001860, filed
9 April 15, 2021.
- 10 B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously
11 were employed by Defendant and performed work in California during the PAGA
12 Period.
- 13 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
14 Class Action and Release of Claims.
- 15 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
16 Nicholas J. De Blouw, Esq. of Blumenthal, Nordrehaug, Bhowmik & De Blouw, LLP
17 and Shani Zakay of Zakay Law Group, APLC.
- 18 E. “Class Counsel Award” means the award of fees and expenses that the Court
19 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
20 the Class Members and the Aggrieved Employees in the Action, consisting of
21 attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount
22 currently estimated to be \$50,000.00 out of \$150,000.00 plus costs of up to
23 \$20,000.00. Attorneys’ fees will be divided between Class Counsel in the following
24 percentages (35% to JCL Law Firm, APC, 35% to Zakay Law Group, APLC and
25 30% to Blumenthal, Nordrehaug, Bhowmik & De Blouw, LLP).
- 26 F. “Class Data” means information regarding Class Members that Defendant will in
27 good faith compile from its records and provide to the Settlement Administrator. It
28 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.

G. "Class Members" or the "Class" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period.

H. "Class Period" means the period from April 15, 2017 to February 7, 2022.

I. "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.

J. "Class Representative" shall mean plaintiff MICHAEL HONEA.

K. "Court" means the Superior Court for the State of California, County of Imperial currently presiding over the Action.

L. "Defendant" shall mean SPENCER CONSTRUCTION, LLC.

M. "Effective Date" means the later of (a) the Court's final approval of the Settlement Agreement, if no objections have been filed, (b) the time of appeal has expired if an objection has been filed and no appeal was filed, or (c) the final resolution of any appeal that has been filed.

N. "Funding Date" shall mean the date Defendant transfers the Gross Settlement Amount into the QSF in accord with the terms of this Agreement, which shall occur twelve (12) months from February 7, 2022 or thirty (30) days after the Effective Date, whichever is later.

O. "Gross Settlement Amount" means One Hundred Fifty Thousand Dollars (\$150,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Award, the Attorneys' Fees, PAGA Payment and the Claims Administration Expenses and **exclusive** of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

- 1 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
5 Attorneys' Fees and costs, Class Representative Service Award, PAGA Payment, and
6 Claims Administration Expenses.
- 7 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
8 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code § 2698 *et seq.*
- 12 T. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
13 Employee Payment, as defined herein, means the number of pay periods of
14 employment during the PAGA Period that each Aggrieved Employee worked in
15 California.
- 16 U. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
17 for each Aggrieved Employee divided by the sum-total of the Pay Periods for all
18 Aggrieved Employees during the PAGA Period.
- 19 V. "PAGA Period" means the period of November 20, 2019 to February 7, 2022 (the
20 "PAGA Period").
- 21 W. "PAGA Payment" shall mean Five Thousand Dollars (\$5,000) to be allocated from
22 the Gross Settlement Amount.
- 23 X. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
24 Plaintiff or Defendant, individually.
- 25 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
26 by the sum total Workweeks for all Class Members.
- 27 Z. "Plaintiff" shall mean MICHAEL HONEA.
- 28

- 1 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
2 by the Settlement Administrator to fund the Gross Settlement Amount.
- 3 BB. "Released Class Claims" means all class claims alleged in the operative complaint
4 which occurred during the Class Period, and expressly excluding all other claims,
5 including claims for vested benefits (other than vacation and/or paid time off to the
6 extent those are alleged in the operative complaint), wrongful termination,
7 unemployment insurance, disability, social security, workers' compensation, and class
8 claims outside of the Class Period.
- 9 CC. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
10 and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period,
11 and expressly excluding all other claims, including claims for vested benefits (other
12 than vacation and/or paid time off to the extent those are alleged in the operative
13 complaint and Plaintiff's PAGA notice to the LWDA), wrongful termination,
14 unemployment insurance, disability, social security, workers' compensation, and
15 PAGA claims outside of the PAGA Period.
- 16 DD. "Released Parties" shall mean Defendant and each of its past, present, and/or future,
17 direct, and/or indirect, officers, directors, members, managers, non-exempt
18 employees, agents, representatives, attorneys, insurers, partners, investors,
19 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
20 predecessors, successors, assigns, and joint ventures.
- 21 EE. "Response Deadline" means the date forty-five (45) days after the Settlement
22 Administrator mails Notice Packets to Class Members and the last date on which
23 Class Members may submit requests for exclusion or objections to the Settlement.
- 24 FF. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 25 GG. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
26 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
27 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
28 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.***

HH. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion by the Response Deadline as provided in this Agreement.

II. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks during the Class Period that each Class Member was employed by Defendant in California.

II. RECITALS

A. On November 20, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On April 15, 2021, 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 & 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 employees for required expenses in violation of Cal. Lab. Code section 2802;

7. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;
8. Failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202 and 203;
9. Failure to provide personnel files in violation of Cal. Lab. Code section 1198.5;
10. Termination in violation of public policy [Labor Code sections 1102.5 and 6310];
11. Retaliation in violation of Labor Code section 1102.5, et seq.; and
12. Violation of the Private Attorneys General Act [Labor Code section 2698, *et seq.*].

C. The Class Representative believes he has 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.

D. 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 they complied with the California Labor Code and the Industrial Wage Commission Orders.

E. 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, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement

1 negotiations certain employment data concerning the Settlement Class, which Class
2 Counsel reviewed and analyzed with the assistance of an expert. Based on their own
3 independent investigation and evaluation, Class Counsel are of the opinion that the
4 Settlement with Defendant is fair, reasonable and adequate, and is in the best
5 interest of the Settlement Class in light of all known facts and circumstances,
6 including the risks of significant delay, defenses asserted by Defendant,
7 uncertainties regarding class certification, and numerous potential appellate issues.
8 Although they deny any liability, Defendant is agreeing to this Settlement solely to
9 avoid the inconveniences and cost of further litigation. The Parties and their counsel
10 have agreed to settle the claims on the terms set forth in this Agreement.

11 F. On February 7, 2022, the Parties participated in mediation presided over by Louis
12 Marlin, Esq., an experienced mediator of wage and hour class and PAGA actions.
13 The mediation concluded with a settlement, after both sides agreed to a Mediator's
14 proposal, which was subsequently memorialized in a Memorandum of Understanding
15 ("MOU").

16 G. This Agreement replaces and supersedes the MOU and any other agreements,
17 understandings, or representations between the Parties, other than the individual
18 settlement agreement the Parties executed in conjunction with this Agreement. This
19 Agreement represents a compromise and settlement of highly disputed claims.
20 Nothing in this Agreement is intended or will be construed as an admission by
21 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
22 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
23 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
24 have merit.

25 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
26 Settlement was arrived at through arm's-length negotiations, taking into account all
27 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
28 attendant to continuing the Action through trial and any appeal. Accordingly, the

Parties desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action.

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payment, the Class Representative Service Award, the Attorneys' Fees, PAGA Payment, and the Claims Administration Expenses, as specified in this Agreement, equal to the Gross Settlement Amount of One Hundred Fifty Thousand Dollars (\$150,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes, or as otherwise specified in the Agreement, Defendant shall not be required to pay more than the Gross Settlement Amount, except as provided for herein below.

2. Class Size. At the time of mediation, Defendant estimated that the Settlement Class was comprised of 125 individuals who collectively worked approximately 2,425 workweeks ("Projected Workweeks") during the Class Period. In regard hereto, Defendant will provide a declaration under penalty of perjury before the deadline for filing the motion for preliminary approval of the settlement, confirming the number of applicable Class Members and Projected Workweeks during the Class Period. If the workweek number increases by more than 10% of the estimate stated herein, the Settlement

Amount will increase by a proportionate percentage for all additional workweeks above the 10 percent allowance.

3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross Settlement Amount to the Settlement Administrator on the Funding Date.
 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid within 14 days of Defendant's receipt of email communication from the settlement administrator's setting forth the calculation of said taxes.
- B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.
- C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the PAGA Released Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against the Released Parties for the PAGA Released Claims.
- D. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:
1. The Court enters an order granting preliminary approval of the Settlement;
 2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
 3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
 4. Defendant fully funds the Gross Settlement Amount.

1 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
2 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
3 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
4 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
5 fully fund the Gross Settlement Amount:

6 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
7 and shall not be admissible in any judicial, administrative or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or
9 procedural;

10 2. The conditional class certification (obtained for any purpose) shall be void *ab*
11 *initio* and of no force or effect, and shall not be admissible in any judicial,
12 administrative or arbitral proceeding for any purpose or with respect to any
13 issue, substantive or procedural; and

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

17 4. Defendant shall bear the sole responsibility for any cost to issue or reissue any
18 curative notice to the Settlement Class Members and all Settlement
19 Administration Costs incurred to the date of nullification.

20 F. Certification of the Settlement Class. The Parties stipulate to conditional class
21 certification of the Class for the Class Period for purposes of settlement only. In the
22 event that this Settlement is not approved by the Court, fails to become effective, or is
23 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
24 Defendant from obtaining a complete resolution of the Released Claims, the
25 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
26 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
27 proceeding for any purpose or with respect to any issue, substantive or procedural.
28

- 1 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for, and Class Members and/or Aggrieved Employees are
3 not relying on any statement or representation by the Parties in this regard. Class
4 Members and/or Aggrieved Employees understand and agree that they will be
5 responsible for the payment of any taxes and penalties assessed on the Individual
6 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
7 Settlement described and will be solely responsible for any penalties or other
8 obligations resulting from their personal tax reporting of Individual Settlement
9 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.
- 10 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the "acknowledging party" and each Party to this Agreement other than the
12 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
13 of this Agreement, and no written communication or disclosure between or among the
14 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
15 such communication or disclosure constitute or be construed or be relied upon as, tax
16 advice within the meaning of United States Treasury Department circular 230 (31 CFR
17 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
18 her or its own, independent legal and tax counsel for advice (including tax advice) in
19 connection with this Agreement, (b) has not entered into this Agreement based upon
20 the recommendation of any other Party or any attorney or advisor to any other Party,
21 and (c) is not entitled to rely upon any communication or disclosure by any attorney
22 or adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
24 any limitation that protects the confidentiality of any such attorney's or adviser's tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
26 the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this Agreement.
- 28

1 I. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
2 preliminary approval within sixty (60) days after the execution of the Parties'
3 execution of this Agreement, or within the statutory timeframe as determined by the
4 Court's setting of the preliminary approval hearing. Plaintiff will provide Defendant
5 with a draft of the Motion at least three business days prior to the filing of the Motion
6 to give Defendant an opportunity to propose changes or additions to the Motion.

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

24 K. Notice Procedure.

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

1 2. Notice Packets.

- 2 a) The Notice Packet shall contain the Notice of Class Action Settlement
- 3 in a form substantially similar to the form attached as Exhibit A. The
- 4 Notice of Class Action Settlement shall inform Class Members and
- 5 Aggrieved Employees that they need not do anything in order to
- 6 receive an Individual Settlement Payment and/or Aggrieved
- 7 Employees' individual shares of the PAGA Settlement and to keep the
- 8 Settlement Administrator apprised of their current mailing address, to
- 9 which the Individual Settlement Payments and/or Aggrieved
- 10 Employees' individual shares of the PAGA Settlement will be mailed
- 11 following the Funding Date. The Notice of Class Action Settlement
- 12 shall set forth the release to be given by all members of the Class who
- 13 do not request to be excluded from the Settlement Class and/or
- 14 Aggrieved Employees' in exchange for an Individual Settlement
- 15 Payment and/or Aggrieved Employees' individual shares of the PAGA
- 16 Settlement, the number of Workweeks worked by each Class Member
- 17 during the Class Period and PAGA Period, if any, and the estimated
- 18 amount of their Individual Settlement Payment if they do not request
- 19 to be excluded from the Settlement and each Aggrieved Employee's
- 20 share of the PAGA Settlement, if any. The Settlement Administrator
- 21 shall use the Class Data to determine Class Members' Workweeks and
- 22 PAGA Pay Periods. The Notice will also advise the Aggrieved
- 23 Employees that they will release the Released PAGA Claims and will
- 24 receive their share of the PAGA Settlement regardless of whether they
- 25 request to be excluded from the Settlement.
- 26 b) The Notice Packet's mailing envelope shall include the following
- 27 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
- 28 ENTITLED TO PARTICIPATE IN A CLASS ACTION

1 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
2 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
3 NOTICE.”

- 4 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
5 the Settlement Administrator will perform a search based on the National
6 Change of Address Database to update and correct any known or identifiable
7 address changes. No later than fourteen (14) calendar days after receiving the
8 Class Data from Defendant, the Settlement Administrator shall mail and email
9 copies of the Notice Packet to all Class Members via regular First-Class U.S.
10 Mail and electronic mail. The Settlement Administrator shall exercise its best
11 judgment to determine the current mailing address for each Class Member.
12 The address identified by the Settlement Administrator as the current mailing
13 address shall be presumed to be the best mailing address for each Class
14 Member.
- 15 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
16 Administrator as non-delivered on or before the Response Deadline shall be
17 re-mailed to any forwarding address provided. If no forwarding address is
18 provided, the Settlement Administrator shall promptly attempt to determine a
19 correct address by lawful use of skip-tracing, or other search using the name,
20 address and/or Social Security number of the Class Member involved, and
21 shall then perform a re-mailing, if another mailing address is identified by the
22 Settlement Administrator. In addition, if any Notice Packets, which are
23 addressed to Class Members who are currently employed by Defendant, are
24 returned to the Settlement Administrator as non-delivered and no forwarding
25 address is provided, the Settlement Administrator shall notify Defendant.
26 Defendant will request that the currently employed Class Member provide a
27 corrected address, and transmit to the Administrator any corrected address
28 provided by the Class Member. Class Members who received a re-mailed

1 Notice Packet shall have their Response Deadline extended fifteen (15) days
2 from the original Response Deadline.

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

14 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
15 by the Settlement Administrator concerning the administration of the
16 Settlement will be resolved by the Court under the laws of the State of
17 California. Before any such involvement of the Court, counsel for the Parties
18 will confer in good faith to resolve the disputes without the necessity of
19 involving the Court.

20 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
21 Packet shall state that Class Members who wish to exclude themselves from
22 the Settlement must submit a written request for exclusion by the Response
23 Deadline. The written request for exclusion must state that the Class Member
24 wishes to exclude himself or herself from the Settlement and (1) must contain
25 the name, address, and the last four digits of the Social Security number of the
26 person requesting exclusion; (2) must be signed by the Class Member; (3)
27 must be postmarked or fax stamped by the Response Deadline and returned to
28 the Settlement Administrator at the specified address or fax telephone number;

1 and (4) contain a typewritten or handwritten notice stating in substance: “I
2 wish to opt out of the settlement of the class action lawsuit entitled *Honea v.*
3 *Spencer Construction, LLC*, Imperial County Superior Court, Case No.
4 ECU001860. I understand that by requesting to be excluded from the
5 settlement, I will receive no money from the Settlement described in this
6 Notice.” The request for exclusion will not be valid if it is not timely
7 submitted, if it is not signed by the Class Member, or if it does not contain the
8 name and address and last four digits of the Social Security number of the
9 Class Member. The date of the postmark on the mailing envelope or fax stamp
10 on the request for exclusion shall be the exclusive means used to determine
11 whether the request for exclusion was timely submitted. Any Class Member
12 who requests to be excluded from the Settlement Class will not be entitled to
13 an Individual Settlement Payment and will not be otherwise bound by the
14 terms of the Settlement or have any right to object, appeal or comment
15 thereon. However, any Class Member that submits a timely request for
16 exclusion that is also an Aggrieved Employee will still receive his/her pro rata
17 share of the PAGA Settlement, as specified below, and in consideration, will
18 be bound by the Release by the Aggrieved Employees as set forth herein.
19 Settlement Class Members who fail to submit a valid and timely written
20 request for exclusion on or before the Response Deadline shall be bound by
21 all terms of the Settlement and any final judgment entered in this Action if the
22 Settlement is approved by the Court. No later than fourteen (14) calendar days
23 after the Response Deadline, the Settlement Administrator shall provide
24 counsel for the Parties with a final list of the Class Members who have timely
25 submitted written requests for exclusion. At no time shall any of the Parties
26 or their counsel seek to solicit or otherwise encourage members of the Class
27 to submit requests for exclusion from the Settlement.
28

1 8. Objections. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to object to the Settlement
3 may submit to the Settlement Administrator a written statement of objection
4 (“Notice of Objection”) by the Response Deadline. The postmark date of
5 mailing shall be deemed the exclusive means for determining that a Notice of
6 Objection was served timely. The Notice of Objection, if in writing, must be
7 signed by the Settlement Class Member and state: (1) the case name and
8 number; (2) the name of the Settlement Class Member; (3) the address of the
9 Settlement Class Member; (4) the last four digits of the Settlement Class
10 Member’s Social Security number; (4) the basis for the objection; and (5) if
11 the Settlement Class Member intends to appear at the Final
12 Approval/Settlement Fairness Hearing. Class Members who fail to make
13 objections in writing in the manner specified above may still make their
14 objections orally at the Final Approval/Settlement Fairness Hearing with the
15 Court’s permission. Settlement Class Members will have a right to appear at
16 the Final Approval/Settlement Fairness Hearing to have their objections heard
17 by the Court regardless of whether they submitted a written objection. At no
18 time shall any of the Parties or their counsel seek to solicit or otherwise
19 encourage Class Members to file or serve written objections to the Settlement
20 or appeal from the Order and Final Judgment. Class Members who submit a
21 written request for exclusion may not object to the Settlement. Class Members
22 may not object to the PAGA Settlement

23 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
24 the Gross Settlement Amount on or before the Funding Date, plus any employer’s
25 share of payroll taxes as mandated by law within the time specified herein.

26 1. Calculation of Individual Settlement Payments. Individual Settlement
27 Payments shall be paid from the Net Settlement Amount and shall be paid
28 pursuant to the formula set forth herein. Using the Class Data, the Settlement

1 Administrator shall add up the total number of Workweeks for all Class
2 Members. The respective Workweeks for each Class Member will be divided
3 by the total Workweeks for all Class Members, resulting in the Payment Ratio
4 for each Class Member. Each Class Member's Payment Ratio will then be
5 multiplied by the Net Settlement Amount to calculate each Class Member's
6 estimated Individual Settlement Payments. Each Individual Settlement
7 Payment will be reduced by any legally mandated employee tax withholdings
8 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
9 Members who submit valid and timely requests for exclusion will be
10 redistributed to Settlement Class Members who do not submit valid and timely
11 requests for exclusion on a pro rata basis based on their respective Payment
12 Ratios.

13 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
14 Class Data, the Settlement Administrator shall add up the total number of pay
15 periods for all Aggrieved Employees during the PAGA Period. The respective
16 pay periods for each Aggrieved Employee will be divided by the total pay
17 periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio"
18 for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment
19 Ratio will then be multiplied by the Aggrieved Employee Payment to calculate
20 each Aggrieved Employee's estimated share of the PAGA Settlement.

21 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
22 Settlement Payments shall be allocated as follows: 1/3 wages ("Wage
23 Portion"); 1/3 as penalties and 1/3 as interest ("Non-Wage Portion"). The
24 Wage Portion of the Individual Settlement Payments shall be reported on IRS
25 Form W-2 and the Non-Wage Portion of the Individual Payments shall be
26 reported on IRS Form 1099.

- 1 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
2 Employee Settlement Payments shall be allocated and treated as 100%
3 penalties and shall be reported on IRS Form 1099.
- 4 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
5 individual shares of the PAGA Settlement made to Settlement Class Members
6 and/or Aggrieved Employees under this Settlement Agreement, as well as any
7 other payments made pursuant to this Settlement Agreement, will not be
8 utilized to calculate any additional benefits under any benefit plans to which
9 any Class Members may be eligible, including, but not limited to profit-
10 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
11 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
12 Parties' intention that this Settlement Agreement will not affect any rights,
13 contributions, or amounts to which any Class Members may be entitled under
14 any benefit plans.
- 15 6. All monies received by Settlement Class Members under the Settlement that are
16 attributable to wages shall constitute income to such Settlement Class Members
17 solely in the year in which such monies actually are received by the Settlement
18 Class Members. It is the intent of the Parties that Individual Settlement
19 Payments and individual shares of the PAGA Settlement provided for in this
20 Settlement agreement are the sole payments to be made by Defendant to
21 Settlement Class Members and/or Aggrieved Employees in connection with this
22 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
23 Class Members and/or Aggrieved Employees are not entitled to any new or
24 additional compensation or benefits as a result of having received the Individual
25 Settlement Payments and/or their shares of the PAGA Settlement.
- 26 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
27 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
- 28

1 and/or Aggrieved Employees last known mailing address no later than fifteen
2 (15) calendar days after the Funding Date.

3 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
4 Employees shall remain valid and negotiable for one hundred and eighty (180)
5 days from the date of their issuance. If a Settlement Class Member and/or
6 Aggrieved Employee does not cash his or her settlement check within 90 days,
7 the Settlement Administrator will send a letter to such persons, advising that
8 the check will expire after the 180th day, and invite that Settlement Class
9 Member and/or Aggrieved Employee to request reissuance in the event the
10 check was destroyed, lost or misplaced. In the event an Individual Settlement
11 Payment and/or Aggrieved Employee's individual share of the PAGA
12 Settlement check has not been cashed within one hundred and eighty (180)
13 days, all funds represented by such uncashed checks, plus any interest accrued
14 thereon, shall be distributed consistent with California Code of Civil
15 Procedure Section 384 as follows: to The Children's Advocacy Institute
16 (CAI), founded at the nonprofit University of San Diego School of Law in
17 1989. Neither Class Counsel, Defendant's counsel, nor any of the Parties, have
18 any interest, pecuniary or otherwise, in CAI.

19 9. Service Award. In addition to the Individual Settlement Payment and his
20 individual share of the PAGA Settlement to be paid to Plaintiff, Plaintiff will
21 apply to the Court for an award of not more than \$10,000, as the Service
22 Award. Defendant does not presently intend to oppose a Service Award of
23 not more than \$10,000 for Plaintiff. The Settlement Administrator shall pay
24 the Service Award, either in the amount stated herein if approved by the Court
25 or some other amount as approved by the Court, to Plaintiff from the Gross
26 Settlement Amount no later than fifteen (15) calendar days after the Funding
27 Date. Any portion of the requested Service Award that is not awarded to the
28 Class Representatives shall be part of the Net Settlement Amount and shall be

1 distributed to Settlement Class Members as provided in this Agreement. The
2 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
3 for his Service Award. Plaintiff shall be solely and legally responsible to pay
4 any and all applicable taxes on his Service Award and shall hold harmless the
5 Released Parties from any claim or liability for taxes, penalties, or interest
6 arising as a result of the Service Award. The Service Award shall be in
7 addition to Plaintiff's Individual Settlement Payment as a Settlement Class
8 Member. Approval of this Settlement shall not be conditioned on Court
9 approval of the requested amount of the Service Award. If the Court reduces
10 or does not approve the requested Service Award, Plaintiff shall not have the
11 right to revoke the Settlement, and it will remain binding.

- 12 10. Attorneys' Fees. Defendant understands a motion by Class Counsel for
13 attorneys' fees not to exceed one-third of the Gross Settlement Amount
14 currently estimated to be \$50,000.00 plus costs and expenses supported by
15 declaration not to exceed Twenty Thousand Dollars (\$20,000.00), from the
16 Gross Settlement Amount will be filed. Any portion of the requested
17 Attorneys' Fees that is not awarded to Class Counsel shall be part of the Net
18 Settlement Amount and shall be distributed to Settlement Class Members as
19 provided in this Agreement. The Settlement Administrator shall allocate and
20 pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount
21 no later than fifteen (15) calendar days after the Funding Date. Class Counsel
22 shall be solely and legally responsible to pay all applicable taxes on the
23 payment made pursuant to this paragraph. The Settlement Administrator shall
24 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
25 pursuant to this paragraph. If the Court reduces or does not approve the
26 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right
27 to revoke the Settlement, or to appeal such order, and the Settlement will
28 remain binding.

11. PAGA Payment. Five Thousand Dollars (\$5,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$3,750) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA Settlement (\$1,250) 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. Claims Administration Expenses. 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 \$8,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

M. 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 twenty-eight (28) days 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 Service Award, the Attorneys’ Fees, the PAGA Payment, and the Claims Administration Expenses.

1. Declaration by Settlement Administrator. No later than seven (7) 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

1 timely requests for exclusion, the number of objections received, the amount
2 of the average Individual Settlement Payment and highest Individual
3 Settlement Payment, the Claims Administration Expenses, and any other
4 information as the Parties mutually agree or the Court orders the Settlement
5 Administrator to provide.

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

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

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

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

22 Q. Amendment or Modification. This Agreement may be amended or modified only by
23 a written instrument signed by counsel for all Parties.

24 R. Entire Agreement. Except with respect to the separate, confidential, settlement
25 agreement between Plaintiff and Defendant settling his individual claims, this
26 Agreement and any attached Exhibit constitute the entire Agreement among these
27 Parties, and no oral or written representations, warranties or inducements have been
28 made to any Party concerning this Agreement or its Exhibit other than the

1 representations, warranties and covenants contained and memorialized in this
2 Agreement and its Exhibit.

3 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate
5 this Agreement and to take all appropriate Action required or permitted to be taken by
6 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
7 documents required to effectuate the terms of this Agreement. The persons signing
8 this Agreement on behalf of Defendant represents and warrants that he/she is
9 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
10 warrants that he is authorized to sign this Agreement and that he has not assigned any
11 claim, or part of a claim, covered by this Settlement to a third party.

12 T. No Public Comment: The Parties and their counsel agree that they will not issue any
13 press releases, initiate any contact with the press, respond to any press inquiry, or have
14 any communication with the press about the fact, amount or terms of the Settlement
15 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
16 of its terms for any marketing or promotional purposes. Nothing herein will restrict
17 Class Counsel from including publicly available information regarding this settlement
18 in future judicial submissions regarding Class Counsel's qualifications and experience.
19 Further, Class Counsel will not include, reference or use the Settlement Agreement for
20 any marketing or promotional purposes, either before or after the Motion for
21 Preliminary Approval is filed.

22 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
23 to the benefit of, the successors or assigns of the Parties, as previously defined.

24 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
25 shall be governed by and interpreted according to the laws of the State of California.

26 W. Counterparts. This Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them shall be deemed to be one and the same
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, except for Plaintiff's individual claims, which are covered in his confidential individual settlement agreement, 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. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

Title

Printed Name

SPENCER CONSTRUCTIONS, LLC

Digitally signed by Patrick Spencer
DN: C=US,
E=spencer@spencerconstructionaz.com,
O="Spencer Construction", OU=CEO,
CN=Patrick Spencer
Date: 2022.06.25 22:21:45-0700

DATED: June 25, 2022

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

MICHAEL HONEA

Michael Honea (May 3, 2022 14:35 MDT)

DATED: May 3, 2022

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

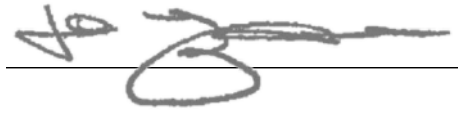
CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed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

DD. Plaintiff's Individual Settlement. Plaintiff is entering into a separate, confidential, individual settlement agreement, which shall provide for an Individual Settlement Payment, and which shall provide for a broad release, including a waiver of Civil Code 1542. This release, waiver and discharge of all claims, include, but will not be limited to, any and all claims arising out of the Action, and specifically excludes a waiver of any claims under workers compensation law. The Individual Settlement Agreement shall be confidential, but may be submitted to the Court for an in-camera review for purposes of approval of this Settlement.

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

3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: 
5

6 Attorneys for Plaintiff and the Settlement Class
7 Members
8

9 DATED: _____

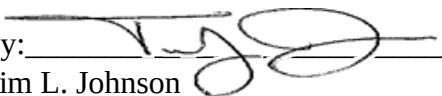
ZAKAY LAW GROUP, APLC

10 By: 
11

12 Attorneys for Plaintiff and the Settlement Class
13 Members
14

15 DATED: June 27, 2022

OGLETREE, DEAKINS, NASH, SMOAK &
16 STEWART, P.C.

17 By: 
18

19 Tim L. Johnson
20 Attorneys for Defendant
21
22
23
24
25
26
27
28

EXHIBIT A

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

(Honeav. Spencer Construction, LLC, County of Imperial Superior Court Case No. ECU001860)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Class Settlement Share is: \$<< >>. Your estimated PAGA Settlement Share is: \$<< <u> </u> >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the 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 Class Settlement. However, you cannot exclude yourself from the PAGA Settlement Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Imperial (the “Court”) has been reached between Plaintiff Michael Honea (“Plaintiff”) and Defendant Spencer Construction, LLC (hereinafter “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 non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period.

The “Class Period” is the period of time running from April 15, 2017 to February 7, 2022.

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

2. What is this class action lawsuit about?

On April 15, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Imperial. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (i) Failure to provide personnel files in violation of Cal. Lab. Code section 1198.5; (j) Termination in violation of public policy [Labor Code sections 1102.5 and 6310]; (k) Retaliation in violation of Labor Code section 1102.5, *et seq.*; and (l) Violations of the Private Attorney General Act [Cal. Lab. Code §§2698 *et seq.*]

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

On February 7, 2022, the Parties participated in an all-day mediation with Louis Marlin, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement, after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Blumenthal, Nordrehaug Bhowmik De Blouw, LLP and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Hundred Fifty Thousand Dollars (\$150,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiff.

After the Judgment becomes Final, and at the latest by February 7, 2023, 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 Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$50,000.00) and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Hundred Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$5,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$3,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$1,250 will be distributed to PAGA Employees as part of the Net PAGA Amount. You cannot request exclusion from the PAGA Settlement.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA 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 of November 20, 2019 to February 7, 2022.

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

Tax Matters. 1/3 of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 2/3 of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA

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 Participating Class Members shall release all class claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits (other than vacation and/or paid time off to the extent those are alleged in the operative complaint), 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. As of the Settlement Effective Date 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 any all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits (other than vacation and/or paid time off to the extent those are alleged in the operative complaint and Plaintiff's notice to the LWDA), wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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 (April 15, 2017 to February 7, 2022).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (November 20, 2019 to February 7, 2022).

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

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

6. How can I get a payment?

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

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Honea, et al., v. Spencer Construction, LLC, Case No. ECU001860.*" The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which *Honea v. Spencer Construction, LLC, Case No. ECU001860.* You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

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

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com

Counsel for Defendant:

Tim L. Johnson
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.
4370 La Jolla Village Dr., Suite 990
San Diego, Ca 92122
Tel.: (858) 652-3100

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the Imperial County Superior Court, Department 7, located at 939 Main Street, El Centro, CA 92243, before Judge Jeffrey B. Jones. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at _____ or write to ***Honea v. Spencer Construction, LLC***, Case No. ECU001860, Settlement Administrator, c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT 2

EXHIBIT 3

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, Owner

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 \$40 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

Professional Associations:

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

Biography:

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

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

Education:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. 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 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);