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

Plaintiff,

v.

SPENCER CONSTRUCTION LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. ECU001860

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

Date: June 29, 2023

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 counsel of record for
5 Plaintiff MICHAEL HONEA (hereafter "Plaintiff" or "Class Representative") in this wage and hour
6 class action filed against Defendant SPENCER CONSTRUCTION LLC, a Limited Liability Company
7 (hereinafter "Defendant").

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

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
11 of Settlement of Class and PAGA Action Claims and Release of Claims.

12 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed October 31,
13 2022, Preliminary Approval Order.

14 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the September 30, 2022,
15 proof of filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the June 5, 2023, proof of
17 filing this motion seeking final approval of this Settlement with the LWDA.

18 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
19 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
20 Class Counsel.

21 **I. INTRODUCTION**

22 8. An objective evaluation of the proposed settlement of One Hundred Fifty Thousand
23 Dollars and Zero Cents (\$150,000.00) ("Gross Settlement Amount") confirms that the relief negotiated
24 on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of
25 informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over
26 by Louis Marlin, Esq., an experienced mediator of wage and hour class and representative actions. After
27 deducting any Court-approved attorneys' fees and costs, class representative incentive payments,

1 administration costs, and the payments to the Labor & Workforce Development Agency (“LWDA”),
2 the net settlement fund shall be distributed to the Settlement Class based on the number of Workweeks
3 they worked while employed by Defendant during the Class Period. *The Class greeted news of the*
4 *Settlement with unanimous approval as, at the time of the filing of this motion, all 218 Class Members*
5 *chose to participate in the Settlement. There are zero opt-outs and zero objections to the Settlement.*¹
6 There are zero opt-outs and zero objections to the Settlement. The unanimous approval by the
7 Settlement Class evidences the clear fairness and reasonableness of the Settlement.

8 9. This Settlement provides substantial recovery to Settlement Class Members. Plaintiff
9 estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately
10 **\$57,000.00**. This will result in an average Individual Settlement Payment of **\$471.07**, a high payment
11 of **\$1,393.91**, and a low payment of **\$21.44**. Aggrieved Employees will receive an estimated average
12 gross payment of **\$10.33** and a high payment of **\$29.37**.

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

18 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement
19 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
20 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement
21 and entry of the proposed Final Approval Order and Judgment.

22 **II. OVERVIEW OF THE LITIGATION**

23 12. Defendant operates a construction business which was recently involved in border
24 infrastructure improvements in the state of California, including Imperial County where Plaintiff
25 worked. Plaintiff worked for Defendant as a non-exempt employee in California from approximately
26 December of 2019 to June of 2020. Throughout his employment, Plaintiff was subject to Defendant’s

27 ¹ Nineteen (19) Notices were deemed undeliverable. ILYM Dec. at ¶¶ 10.

1 written policies and procedures contained in, among other documents, the “Spencer Construction
2 Employee Handbook.”

3 13. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
4 provide legally compliant meal and rest periods, failed to reimburse for mandatory business expenses,
5 failed to furnish accurate itemized wages statements, and failed to pay all wages when due. Defendant
6 forcefully denies liability for each of Plaintiff’s claims. Further, Defendant asserts that it fully complied
7 with all applicable employment laws and raised several other significant defenses to Plaintiff’s claims,
8 including but not limited to, compliant compensation policies and plans, complaint meal and rest
9 practices, compliant wage statements, timely paid all wages due upon separation of employment, and
10 compliant reimbursement policies and plans.

11 14. On November 20, 2020, Plaintiff served Defendant and the Labor and Workforce
12 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
13 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions
14 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
15 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
16 Code Sections 2698 *et seq.* (“PAGA”).

17 15. On April 15, 2021, Plaintiff filed a class action complaint in the Imperial Superior Court,
18 Case Number ECU001860 (“Action”). The Action alleged twelve causes of action against Defendant
19 for: (1) Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*; (2) Failure to
20 pay minimum wages in violation of California Labor Code sections 1194, 1197 & 1197.1; (3) Failure
21 to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (4) Failure to provide
22 required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable
23 IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code
24 sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to reimburse employees for
25 required expenses in violation of Cal. Lab. Code section 2802; (7) Failure to provide accurate itemized
26 wage statements in violation of California Labor Code section 226; (8) Failure to provide wages when
27 due in violation of Cal. Lab. Code sections 201, 202 and 203; (9) Failure to provide personnel files in

1 violation of Cal. Lab. Code section 1198.5; (10) Termination in violation of public policy [Labor Code
2 sections 1102.5 and 6310]; (11) Retaliation in violation of Labor Code section 1102.5, et seq.; and (12)
3 Violation of the Private Attorneys General Act [Labor Code section 2698, *et seq.*].

4 16. After serving written discovery, the Parties agreed to mediate the Action. To prepare for
5 mediation, the Defendant agreed to informally produce additional documents and data points subject to
6 the mediation privilege, including but not limited to, employee handbooks, the Class Members' time
7 data, and certain payroll data points. As discussed *infra*, Plaintiff's counsel retained the forensic
8 consultants at Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data.

9 17. On February 7, 2022, the Parties participated in a full day mediation with Louis Marlin,
10 Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded
11 with a settlement, after both sides agreed to a Mediator's proposal, which was subsequently
12 memorialized in the form of a Memorandum of Understanding ("MOU"). After reaching an agreement
13 in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject
14 of the instant motion.

15 **III. THE SETTLEMENT BEFORE THE COURT**

16 18. The Court preliminarily approved an initial Gross Settlement Amount of One Hundred
17 Fifty Thousand Dollars and Zero Cents (\$150,000.00) based on a total of an estimated 2,425
18 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used:
19 (1) to satisfy Individual Settlement Payments; (2) to satisfy the Class Representative Service Award;
20 (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Payment; and (5) to satisfy the Claims
21 Administration Expenses incurred in this action.

22 19. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
23 the class and should be granted final approval. This is evidenced by the unanimous approval of the
24 Settlement by the Settlement Class, the absence of any objections to the Settlement and the average
25 Individual Settlement Payment of **\$471.07**.

26
27 ///

1 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

2 **A. Class Counsel Conducted a Thorough Investigation**

3 20. Months before filing the Action, Class Counsel began its pre-filing investigation into
4 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
5 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
6 including his wage statements. At the conclusion of the interviews, Class Counsel determined that each
7 Plaintiff's complaints justified further inquiry.

8 21. Class Counsel subsequently requested Plaintiff's employee file from Defendant. To
9 prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's
10 claims and Defendant's liability exposure to the Class Members. In response to Class Counsel's
11 request, Defendant produced, among other things, time and payroll records for a sample of Class
12 Members, aggregate workweek and pay period data, and copies of applicable handbooks, policies, and
13 agreements. In total, Defendant produced over 51,000 unique cells of time and payroll data for Class
14 Counsel to analyze.

15 22. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
16 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
17 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
18 credentialed and experienced experts in their fields and have provided their expertise on thousands of
19 cases.

20 23. BCG analyzed Defendant's time and payroll data to assist in the development of various
21 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
22 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
23 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
24 meal and rest periods, the amount of unreimbursed expenses, and the amount of missed meal and rest
25 period premiums paid during the Class Period.

26 24. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
27 determining Plaintiff's suitability as a putative class representative through interviews, background
28

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

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

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

18 26. On February 7, 2022, the Parties conducted a full-day mediation with Louis Marlin, Esq.,
19 an experienced mediator of wage and hour class and representative actions. Mediator Marlin helped to
20 manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both
21 sides. The Parties made substantial progress with Mediator Marlin's assistance. Namely, the Parties
22 exchanged information regarding their respective claims and defenses, including their respective
23 evaluations of the damages. After more than eight hours of arm's length and adversarial negotiations,
24 the mediation concluded with a settlement after the Parties agreed to a Mediator's proposal. The amount
25 of the service awards was not negotiated until after the parties agreed to the Gross Settlement Amount
26 and many other terms. No action would likely have been taken by Class Members individually, and no
27 compensation would have been recovered for them, but for Plaintiff's service on behalf of the Class.

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

2 27. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
3 established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing
4 aggrieved employees and consumers throughout California in wage and hour class actions and complex
5 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
6 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre
7 (Associate Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Hemming (Legal
8 Secretary), Sara Christensen (Legal Assistant), and Madelyn Uchiyama (Legal Assistant).

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

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

18 30. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
19 Employees. I have extensive experience with wage and hour class and representative actions litigation
20 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
21 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “5”** Some of the
22 major cases the Firm has undertaken are also set forth in **Exhibit “5.”**

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

25 32. Finally, I have published appellate experience in *William Blanchette et al., v. The*
26 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.
27

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

D. The Total Settlement Amount is Fair and Reasonable

34. Here, the Settlement is clearly within the “ballpark” of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) represents a discount on Defendant’s potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award significantly less in damages than Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

35. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant’s liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel’s investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant’s liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents approximately 20.9% of Defendant’s *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

36. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm’s length negotiations

1 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
2 approval.

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

4 37. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
5 ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action
6 or, at least, drastically undercut Plaintiff's claims.

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

26 39. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
27 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or

1 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
2 drastically affect the value of Plaintiff's claims and, in fact, already has.

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

11 41. The Class Representative and Class Counsel recognize the expense and length of a trial
12 against Defendant through possible appeals, which could take another three years. In arriving at their
13 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
14 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
15 of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
16 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
17 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an
18 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
19 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative
20 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
21 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

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

23 42. Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount of
24 \$5,000 which is 3.3% of the Gross Settlement Amount. As illustrated above, this amount falls well
25 within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Payment
26 (\$3,750) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%)
27 of the PAGA Payment (\$1,250) to be distributed to the Aggrieved Employees (the "Aggrieved
28

1 Employee Payment”), which is within the range of PAGA penalties approved by courts and should be
2 approved.

3 43. Further on September 30, 2022, Class Counsel gave the LWDA notice of this Settlement
4 and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval
5 with the LWDA. On June 5, 2023, Plaintiff gave the LWDA notice of this motion seeking final approval
6 of this settlement.

7 I declare under the penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct. Executed this 5th day of June 2023, at San Diego, California.

9 **JCL LAW FIRM, APC**

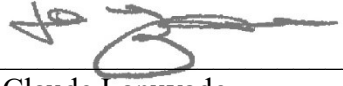
10 By: 
11 Jean-Claude Lapuyade

EXHIBIT 1

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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;

- 1 7. Failure to provide accurate itemized wage statements in violation of California
2 Labor Code section 226;
3 8. Failure to provide wages when due in violation of Cal. Lab. Code sections
4 201, 202 and 203;
5 9. Failure to provide personnel files in violation of Cal. Lab. Code section
6 1198.5;
7 10. Termination in violation of public policy [Labor Code sections 1102.5 and
8 6310];
9 11. Retaliation in violation of Labor Code section 1102.5, et seq.; and
10 12. Violation of the Private Attorneys General Act [Labor Code section 2698, *et*
11 *seq.*].

12 C. The Class Representative believes he has claims based on alleged violations of the
13 California Labor Code, and the Industrial Wage Commission Orders, and that class
14 certification is appropriate because the prerequisites for class certification can be
15 satisfied in the Action, and this action is manageable as a PAGA representative
16 action.

17 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
18 alleged in the Action, disputes any wages, damages and penalties claimed by the
19 Class Representative are owed, and further contends that, for any purpose other than
20 settlement, the Action is not appropriate for class or representative action treatment.
21 Defendant contends, among other things, that at all times they complied with the
22 California Labor Code and the Industrial Wage Commission Orders.

23 E. The Class Representative is represented by Class Counsel. Class Counsel conducted
24 an investigation into the facts relevant to the Action, including conducting an
25 independent investigation as to the allegations, reviewing documents and
26 information exchanged through informal discovery, and reviewing documents and
27 information provided by Defendant pursuant to informal requests for information to
28 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

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

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

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

10 DD. Plaintiff's Individual Settlement. Plaintiff is entering into a separate, confidential,
11 individual settlement agreement, which shall provide for an Individual Settlement
12 Payment, and which shall provide for a broad release, including a waiver of Civil Code
13 1542. This release, waiver and discharge of all claims, include, but will not be limited
14 to, any and all claims arising out of the Action, and specifically excludes a waiver of
15 any claims under workers compensation law. The Individual Settlement Agreement
16 shall be confidential, but may be submitted to the Court for an in-camera review for
17 purposes of approval of this Settlement.

18
19 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

20 DATED: May 3, 2022


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

21 MICHAEL HONEA

22
23 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

24 DATED: June 25, 2022

 Patrick Spencer

Digitally signed by Patrick Spencer
DN: C=US,
E=pspencer@spencerconstructionaz.com,
O="Spencer Construction ", OU=CEO,
CN=Patrick Spencer
Date: 2022.06.25 22:21:45-07'00'

25 SPENCER CONSTRUCTIONS, LLC

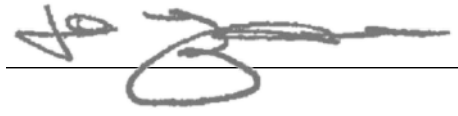
26
27 Printed Name

28 Title

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: _____

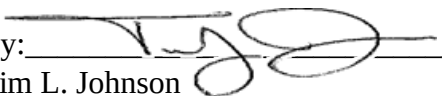
ZAKAY LAW GROUP, APLC

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

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

EXHIBIT 2

FILED
 Superior Court of California,
 County of Imperial
10/31/2022 at 11:02:03 AM
 By: Regina Sanchez, Deputy Clerk

ZAKAY LAW GROUP, APLC
 Shani O. Zakay (State Bar #277924)
 Jackland K. Hom (State Bar #327243)
 Julieann Alvarado (State Bar #334727)
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 255-9047
 Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC
 Jean-Claude Lapuyade (State Bar #248676)
 Sydney S. Castillo-Johnson (State Bar #343881)
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 599-8292
 Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

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

**[PROPOSED] ORDER GRANTING
 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 This matter having come before the Honorable Judge Jeffrey B. Jones of the Superior Court of
2 the State of California, in and for the County of Imperial, at 8:30 a.m. on October 31, 2022, with Jean-
3 Claude Lapuyade, Esq., of the JCL LAW FIRM, APC, Shani O. Zakay, Esq. of the ZAKAY LAW
4 GROUP, APLC, and Nicholas De Blouw, Esq., of BLUMENTHAL NORDREHAUG BHOWMIK DE
5 BLOUW LLP as counsel for plaintiff MICHAEL HONEA ("Plaintiff"), and Tim L. Johnson of
6 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. appearing for defendant SPENCER
7 CONSTRUCTIONS, LLC (hereinafter "Defendant"). The Court, having carefully considered the
8 briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
9 GRANTS Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
12 Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct
13 copy of which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the
14 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
15 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is One Hundred Fifty Thousand Dollars (\$150,000.00). It appears to the Court on
20 a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
21 Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiff seeks Class Counsel Award not to exceed one-third of the Gross Settlement Amount, currently estimated to be Fifty Thousand Dollars (\$50,000.00), plus costs and expenses not to exceed Twenty Thousand Dollars (\$20,000), and proposed Class Representative Service Award to the Class Representative, Michael Honea, in an amount not to exceed Ten Thousand Dollars (\$10,000). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or the Class Representative Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

“All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period [April 15, 2017, to February 7, 2022].”

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

1 to act as counsel for the Class Representative in his individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints plaintiff MICHAEL HONEA as the representative of
4 the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
6 APC, Shani Zakay, Esq., of the Zakay Law Group, APLC, and Nicholas J. De Blouw, Esq., of
7 Blumenthal, Nordrehaug, Bhowmik & De Blouw, LLP as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
9 Settlement (“Notice Packet”) attached to the Agreement as Exhibit “A”. The Court finds that the Notice
10 Packet appears to fully and accurately inform the Class Members and Aggrieved Employees of all
11 material elements of the proposed Settlement, including the right of any Class Member to be excluded
12 from the Class by submitting a written request for exclusion, and of each Class Member’s right and
13 opportunity to object to the Settlement. The Court further finds that the distribution of the notices
14 substantially in the manner and form set forth in the Agreement and this Order meets the requirements
15 of due process, is the most reasonable notice under the circumstances, and shall constitute due and
16 sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class
17 mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. Within ten
19 (10) business days after the Preliminary Approval Date, Defendant shall provide to the Settlement
20 Administrator the Class Data, including information regarding Class Members that Defendant will in
21 good faith compile from its records, including each Class Member’s full name; last known address;
22 Social Security Number; and start dates and end dates of employment. Within fourteen (14) calendar
23 days after receiving the Class Data from Defendant, the Settlement Administrator shall mail and email
24 the Notice Packets to all Class Members via first class U.S. Mail and electronic mail using its best
25 judgment to determine the current mailing address for each Class Member.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28

1 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
2 the Settlement of the Released Class Claims that are set forth in the Notice Packet. All requests for
3 exclusion must be postmarked or received by the Response Deadline which is forty-five (45) days after
4 the date the Notice Packet is mailed to the Class Members or, in the case of a re-mailed Notice Packet,
5 not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to
6 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
7 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
8 comment thereon. Class Members who have not requested exclusion shall be bound by all
9 determinations of the Court, the Agreement, and Judgment. A request for exclusion may only opt out
10 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
11 individuals is not permitted and will be deemed invalid.

12 13. Any Class Member who has not opted out may appear at the final approval hearing and
13 may object or express the Class Member's views regarding the Settlement and may present evidence
14 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
15 by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
16 Settlement Administrator mails the Notice Packet to postmark their written objections to the Settlement
17 Administrator.

18 14. A final approval hearing shall be held before this Court on 03/30/23 at
19 8:30 AM in Department 7 of the Imperial County Superior Court to determine all necessary matters
20 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
21 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
22 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
23 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
24 to the Class; and to finally approve the Class Counsel Award, Class Representative Award, and the
25 Claims Administration Expenses. All papers in support of the motion for final approval and the motion
26 for Attorneys' Fees, Costs, and Service Award shall be filed with the Court and served on all counsel
27 no later than twenty-eight (28) days following the expiration of the Response Deadline.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way, and shall not be used as evidence of, or used against Defendant as an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

17. Pending final determination of whether the Settlement should be approved, Class Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution of any lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a timely request for exclusion pursuant to the Agreement.

/ / /

/ / /

EXHIBIT 3

Natalia Michele

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, September 30, 2022 4:06 PM
To: Natalia Michele
Subject: Thank you for your Proposed Settlement Submission

09/30/2022 04:05:40 PM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

EXHIBIT 5

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)

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