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Attorneys for Plaintiff WAFA MWANES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

WAFA MWANES, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ABOUT FOOD INC. dba RELANDS RANCH
MARKET, an unknown business entity; and
DOES 1 through 50, Inclusive,

Defendants.

Case No. CIVDS2018742

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

Date: August 14, 2023

Time: 1:30p.m.

Judge: Hon. Joseph T. Ortiz

Dept.: S-17

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

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

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

9 **I. EXHIBITS**

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

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

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
18 administration submitted by Apex Class Action LLC, in the amount of \$9,500.

19 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm, APC's
20 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
21 Class Counsel.

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
26 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
27 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will

1 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
2 denied or of Defendant prevailing at trial.

3 8. Given that there are approximately 519 Participating Class Members, *the average gross*
4 *recovery is approximately \$630.37* (Net Settlement Amount divided by Class Members).

5 9. At the time of mediation there were approximately 322 PAGA Class Members who
6 worked approximately 5,809 pay periods during the PAGA Period

7 10. As discussed below, the proposed Settlement satisfies all criteria for preliminary
8 settlement approval and falls within the range of reasonableness. The average Individual Settlement
9 Payment to the Settlement Class meets or exceeds awards in similar wage and hour class actions.
10 Moreover, on May 31, 2022, the Court granted the Parties stipulation certifying the Class. Accordingly,
11 Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

12 **III. FACTS AND PROCEDURE**

13 **A. Overview of the Litigation**

14 11. Defendant operates international grocery stores throughout California, including
15 Redlands, California, where Plaintiff worked. This action asserts claims on behalf of all current and
16 former non-exempt employees who worked for Defendant during the Class Period. Plaintiff worked
17 for Defendant as a non-exempt employee in California from May 2020 to October 2020. At all times
18 during her employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal
19 and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout her
20 employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among
21 other documents, the "Employee Handbook."

22 12. Generally, Plaintiff claims that Defendant failed to furnish accurate itemized wage
23 statements, failed to provide compliant meal and rest periods, failed to pay for all time worked, and
24 failed to pay all wages upon separation. Defendant forcefully denies liability for each of Plaintiff's
25 claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised
26 several other significant defenses to Plaintiff's claims, including but not limited to, asserting that it
27

1 issued compliant wage statements, maintained facially compliant meal and rest period policies, paid for
2 all hours worked, and timely paid all wages due upon separation of employment.

3 13. On September 16, 2020, Plaintiff filed a class action complaint in the San Bernardino
4 Superior Court, Case Number CIVDS2018742 (“Action”). The Action alleged ten causes of action
5 against Defendant for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2)
6 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation
7 of California Labor Code §§ 226.7 (Unpaid Rest Period Premiums); (4) Violations of California Labor
8 Code §§ 1194, 1197, 1197.1 (Unpaid Minimum Wages); (5) Violations of California Labor Cod §§ 201
9 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not
10 Timely Paid During Employment; (7) Violation of California Labor Code § 226(a) (Non-Compliant
11 Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll
12 Records); (9) Violation of California Labor Code § 2800 and 2802 (Unreimbursed Business Expenses);
13 (10) Violation of California Business & Professions Code §§ 17200, *et seq.*

14 14. On November 2, 2020, Plaintiff served Defendant and the Labor and Workforce
15 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
16 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions
17 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
18 of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
19 Code Sections 2698 *et seq.* (“PAGA”).

20 15. On January 11, 2021, Plaintiff filed a separate representative action complaint in the San
21 Bernardino County Superior Court case number CIVSB2102442 alleging a single cause of action for
22 violation of PAGA.

23 16. The Parties agreed relatively early to mediate the Action. To prepare for mediation, the
24 Parties agreed to informally exchange additional documents and data points subject to the mediation
25 privilege, including but not limited to, employee handbooks, the Class Members’ time data, and certain
26 payroll data points. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at Berger
27 Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

17. On February 28, 2023, the Parties participated in a full day mediation with mediator Steven Serratore. After arms-length negotiations and bargaining, the Parties reached an agreement to settle and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

B. Class Counsel Thoroughly Investigated the Factual and Legal Issues

18. Months before filing the Action, Class Counsel began their pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment, including her wage statements and Defendant's employee handbook. At the conclusion of the interviews, Class Counsel determined that each Plaintiff's complaints justified further inquiry.

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

20. Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims, Defendant's liability exposure to the Class Members, and Defendant's ability to pay any settlement. In response to Class Counsel's request, Defendant produced time records for the Class Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums paid to the Class Members, average hourly rate for the Class Members, and copies of applicable handbooks, policies, and agreements containing, *inter alia*, compensation, timekeeping, and meal and rest period policies. In total, Defendant produced several hundred pages of time and payroll data for Class Counsel to analyze.

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

22. BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of work shifts, workweeks, pay periods, average length of shift and average number of hours worked per week and pay periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and rest periods, the amount of missed meal period premiums paid during the Class Period, the amount of unpaid wages due to rounding, the amount of unreimbursed business expenses, and the amount of off-the-clock work performed by the Class Members during the Class Period.

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

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

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

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

8 26. On February 28, 2023, the Parties conducted a full day of mediation with Steven
9 Serratore, a mediator of wage and hour class and representative actions. Mediator Serratore helped
10 manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both
11 sides. The Parties made substantial progress with Mediator Serratore's assistance. Namely, the Parties
12 exchanged information regarding their respective claims and defense, including their respective
13 evaluation of the damages. The mediation concluded with a settlement, the complete and final terms of
14 which are now set forth in the Agreement. Class Counsel submit that the Settlement constitutes a fair,
15 adequate, and reasonable compromise of the claims at issue.

16 **IV. ARGUMENT**

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

18 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by
19 Experienced Counsel.

20 27. The Parties participated in mediation with the highly respected mediator Steven Serratore.
21 Mediator Serratore managed the Parties' expectations and provided a useful, neutral analysis of the
22 issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL),
23 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably
24 against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d
25 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
26 proceedings were free of collusion and undue pressure.")) Prior to and during the mediation and
27 settlement discussions, the Parties exchanged information and engaged in a detailed discussion
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1 regarding their evaluate of the case and various aspects of the matter, including but not limited to, the
2 risks and delays of further litigation, as well as evidence of Defendant's financial condition and ability
3 to pay a settlement. At all times, the Parties' negotiations were at an arm's length, adversarial, and non-
4 collusive. Mediator Serratore only arrived at his proposal after hearing arguments, reviewing evidence,
5 evaluating the Parties' respective claims and defenses, and accounting for Defendant's financial ability
6 to pay any agreed upon settlement.

7 28. Once the Parties agreed to the Mediator's proposal, the parties subsequently executed a
8 binding and enforceable Memorandum of Understanding. The Agreement is the final product of these
9 mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable
10 compromise of the claims at issue.

11 2. Class Counsel's Thorough Investigation Provided an Objective Measurement of
12 the Settlement's Reasonableness.

13 29. As set forth in greater detail above, Class Counsel conducted a very thorough
14 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
15 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
16 Although no two cases are identical, this research provided Class Counsel with a marker to inform
17 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
18 Class Counsel to realistically assess the value of the claims and intelligently engage defense counsel in
19 settlement discussions that culminated in the proposed settlement now before the Court.

20 30. Class Counsel only agreed to enter the Settlement following their thorough investigation
21 and evaluation of Plaintiff's claims. Based on his investigation of the facts, applicable law, and
22 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
23 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this
24 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
25 reasonable, and adequate, the Court should preliminarily approve the Settlement.

26 **A. The Gross Settlement Amount Meets the Recognized Range of Reasonableness.**
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31. The Gross Settlement Amount of \$580,000.00 is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims* (excluding PAGA Penalties) ranged between \$2,378,0339.50 million dollars ("Conservative Model") and \$4,752,738.00 million dollars ("Aggressive Model") if successful at trial. This range reflects the uncertainty regarding several of the claims, together with the uncertainty surrounding derivative liability for inaccurate wage statements and waiting time penalties. Thus, the Gross Settlement Amount of \$580,000.00 represents approximately between 12.2% ("Aggressive Model") and 24.39% ("Conservative Model") of Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation. The following summarizes Defendant's estimated exposure.

(1) Exposure for Wage Statement Violations

32. Plaintiff's primary claim in the Action alleged that Defendant failed to furnish its employees with accurate itemized wage statements. Specifically, Plaintiff alleges that Defendant issued wage statements that failed to include Defendant's correct legal name in violation of Labor Code Section 226(a)(8). *See e.g. Noori v. Countrywide Payroll & HR Solutions, Inc.* (2019) 43 Cal.App.5th 957, 964-966 (providing serious truncations of the employer's name on issued wage statements can violate Labor Code Section 226(a)(8) where confusion *might* ensue.) Defendant denied liability for the claim and argued that it substantially complied with its obligation to provide its correct legal name on the wage statements issued to its employees. Further, Defendant argued that even if it failed to furnish accurate wage statements, Plaintiff could not establish the injury requirement on a class-wide basis. As a result, Plaintiff discounted this claim 50% to account for this risk. Plaintiff estimated that Defendant's exposure on this claim ranged between \$549,575 and \$1,099,150.

(2) Exposure for Meal Period Violations.

1 33. Plaintiff also alleged that Defendant failed to provide compliant meal periods.
2 Specifically, Plaintiff alleges that as a result of their rigorous work schedules, Plaintiff, Class Members,
3 and PAGA Class Members were not able to take timely and duty-free meal periods. Consequently,
4 Plaintiff alleges that she is owed meal period premiums for meal period violations that occurred during
5 the Class Period. An analysis of the Class Members' time and payroll data revealed a 36% meal period
6 violation rate.

7 34. Conversely, Defendants argued, among other things, that they provided all their
8 employees, i.e., Class Members and PAGA Class Members, with the opportunity to take compliant
9 meal periods. Defendants also argued that they maintained facially compliant meal period policies.
10 Defendant also argued that it began paying missed meal period premiums after this litigation
11 commenced, however, no records were produced to support its contention. Thus, Defendant argued that
12 any missed meal periods were voluntarily and did not trigger liability for premium payments.

13 35. Consequently, Plaintiff applied a 50% discount to the Conservative Model to account for
14 Defendant's facially compliant policies and alleged payment of meal period premiums. Plaintiff
15 estimated that the damages for this claim ranged from approximately \$250,366.50 to approximately
16 \$500,733.

17 (3) Exposure for Rest Period Violations

18 36. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
19 Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Class
20 Members were not able to take timely and duty-free rest periods. Additionally, Plaintiff argued that
21 Defendant maintained a rest period policy that required employees to remain on premises during their
22 rest periods.

23 37. Again, Defendant denied liability and asserted that they maintained legally compliant rest
24 period policies and practices throughout the Class Period. Accordingly, Plaintiff assumed a 36%
25 violation rate based on the rate of meal period violations applied a 50% discount to the Conservative
26 Model. Plaintiff estimated the range of potential outcomes for this claim was between approximately
27 \$250,366.50 to approximately \$500,733.

1 (4) Exposure for Unpaid Wages Due to Rounding

2 38. Plaintiff alleged that because of Defendant's unlawful rounding practice, Defendant
3 failed to pay Plaintiff and Class Members for all hours worked. Defendant denied liability and asserted
4 that their employees were paid for all time worked. Furthermore, Defendants argued that, even if
5 successful, this claim resulted in minimal actual damage to the Class Members—and Plaintiff's expert
6 confirmed this to be true. Thus, Plaintiff's applied a 25% discount to the Conservative Model for this
7 claim and estimated Defendants' exposure for this claim ranged from approximately \$5,191.50 to
8 approximately \$6,922.

9 (5) Exposure for Waiting Time Penalties

10 39. Plaintiff also alleged that the Defendant's labor code violations resulted in derivative
11 liability for waiting time penalties. Although these *penalties* represented Defendant's largest dollar
12 amount of exposure, this is Plaintiff's most uncertain claim. Specifically, Defendant argued that
13 Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code
14 section 203. Notwithstanding the uncertain nature of the claims, Plaintiff estimated Defendant's
15 exposure for waiting time penalties ranged between \$1,322,600 and \$2,645,200 because of the
16 aforementioned risk factors.

17 (6) Defendant's PAGA Exposure

18 40. In all, Class Counsel projected Defendant's liability exposure for PAGA claims ranged
19 between \$3,075,920.90 dollars ("Conservative Model") and \$7,922,830.80 million dollars ("Aggressive
20 Model") if successful at trial.

21 41. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$20,000 which
22 is 3.44% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA
23 Payment. Seventy-Five percent (75%) of the PAGA Payment (\$15,000.00) will be paid to the LWDA
24 ("LWDA PAGA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment
25 (\$5,000.00) will be distributed to the PAGA Class Members, which is within the range of PAGA
26 Payment approved by courts and should be approved.

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

11 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

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

19 44. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$580,000.00 that
20 is roughly between 10.42% ("Aggressive Model") and 20.82% ("Conservative Model") of Defendant's
21 maximum class wide liability exposure for damages and statutory penalties. Given the amount of the
22 settlement here, as compared to potential value of the claims, offset by the various inherent risks to
23 continued litigation, the settlement is fair and reasonable.

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

25 45. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
26 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
27 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
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1 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure, and time
2 period within which to requests for exclusions or objections to the Settlement, the date for the final
3 approval hearing, the formula used to calculate settlement payments, and the terms and scope of the
4 Released Class Claims. Agreement at § III(L)(2). The Parties negotiated this method to ensure
5 delivering the most reasonable method of notice to the Class Members while ensuring cost effective
6 administration of the Settlement.

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

8 46. The Settlement provides for a Service Award of \$10,000.00 for Plaintiff. The service
9 award is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class
10 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of her
11 case and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure that
12 its terms are fair and provide adequate relief for the Settlement Class.

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

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

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

22 49. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Attorneys'
23 Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
24 above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

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

26 50. On May 31, 2023, the Court granted the Parties stipulation certifying the Class.
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51. Because all Class Members are Defendant's current and former employees, the class is readily ascertainable from Defendant's regular business records, i.e., payroll records.

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

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

54. Additionally, Plaintiff is represented by competent Class Counsel who have extensive experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued, certified, and gained state court settlement approval of the same class-wide causes of action that are at issue in this case. Class Counsel's wage and hour class action experience establishes that they are well qualified to represent the interests of this Class.

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

F. Class Counsel's Experience

56. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC

1 (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees throughout
2 California in wage and hour class actions and PAGA actions. The Firm currently consists of myself,
3 Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney),
4 Monnett De La Torre, Esq. (Associate Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal),
5 and Jennifer Heming (Administrative Assistant), Sara Christensen (Legal Assistant), and Madelyn
6 Uchiyama (Legal Assistant).

7 57. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
8 Employees. I have extensive experience with wage and hour class and representative actions litigation
9 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
10 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “4.”** Some of the
11 major cases the Firm has undertaken are also set forth in **Exhibit “4”**.

12 58. I have represented consumers and employees in California class actions, and complex
13 multi-party product liability actions exclusively for more than 13 years. I have been in practice as a
14 plaintiffs’ civil litigation attorney since April 2007.

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

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

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

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

25 I declare under the penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct. Executed this 6th day of July 2023, at San Diego, California.

27 **JCL LAW FIRM, APC**

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By: _____
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

WAFA MWANES, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

ABOUT FOOD INC., dba REDLANDS
RANCH MARKET, an unknown business
entity; and DOES 1 through 100, inclusive.

Defendant.

Case No.: CIVDS2018742

[Action Filed September 16, 2020]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Wafa Mwanes (hereinafter "Plaintiff"), an individual, on behalf of the Settlement Class, and in her representative capacity on behalf of the State of California and the PAGA Class Members, and Defendant About Food, Inc., dba Redlands Ranch Market ("Defendant"):

I. DEFINITIONS

- A. "Action" shall mean the putative class and representative action lawsuit designated *Mwanes v. About Food, Inc., dba Redlands Ranch Market*, San Bernardino County Superior Court, Case No. CIVDS2018742, filed September 16, 2020.
- B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- C. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they incurred in prosecution of this action of up to \$20,000.00.
- D. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$193,333.33 out of \$580,000.00. Attorneys' fees will be divided between Class Counsel as follows (35% to Lawyers for Justice, PC; 32.5% to JCL Law Firm, APC, and 32.5% to Zakay Law Group, APLC).
- E. "Claims Administrator" means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700. The Claims Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Claims 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.

- F. “Claims Administration Costs” shall mean the amount paid to the Claims Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$9,500.00.
- G. “Class” or the “Class Members” means all current and former non-exempt employees who worked for Defendant About Food, Inc., during the Class Period.
- H. “Class Counsel” shall mean Edwin Aiwazian, Esq. of Lawyers for Justice, PC, Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- I. “Class Data” means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Claims Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address; Social Security Number; start dates and end dates of employment.
- J. “Class Period” means the period beginning September 16, 2016, to April 29, 2023.
- K. “Class Representative” shall mean plaintiff Wafa Mwanes.
- L. “Court” means the Superior Court for the State of California, County of San Bernardino currently presiding over the Action.
- M. “Defendant” shall mean About Food, Inc., dba Redlands Ranch Market.
- N. “Effective Date” means the first date upon which all of the following events have occurred:
1. this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
 2. the Court has preliminarily approved the Settlement;
 3. notice has been properly given to Class Members, providing them an opportunity to opt out of the Class and Settlement as described in this Agreement;

- 1 4. the Court has held a Final Fairness and Approval Hearing and entered the
2 Final Order and Judgment approving the Settlement; and,
3 5. the later of: (a) the date sixty (60) days after the entry of the Final Order and
4 Judgment, if no motions for reconsideration and no appeals or other efforts to
5 obtain review have been filed; or (b) in the event that a motion for
6 reconsideration, an appeal or other effort to obtain review of the Final Order
7 and Judgment, the date sixty (60) days after such reconsideration, appeal or
8 review has been finally concluded. In this regard, it is the intention of the
9 Parties that the Effective Date of Settlement shall not be a date before the
10 Court's order approving the Settlement has become completely final, and
11 there is no timely recourse by any person who seeks to object to or otherwise
12 contest the Settlement.

13 O. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
14 Settlement Amount to the Claims Administrator in accord with the terms of this
15 Agreement. Defendant will pay the Gross Settlement Amount to the Claims
16 Administrator five (5) business days after the Effective Date.

17 P. "Gross Settlement Amount" means Five Hundred Eighty Thousand Dollars and Zero
18 Cents (\$580,000.00) that Defendant must pay into the QSF in connection with this
19 Settlement, inclusive of the sum of Claims Administration Costs, Attorneys' Fees and
20 Attorneys' Expenses, Service Award, the sum of all Individual Settlement Payments
21 and the PAGA Payment,. The Gross Settlement Amount is all-in with no reversion
22 and **exclusive** of the employer's share of payroll tax, if any, triggered by any payment
23 under this Settlement.

24 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
25 Amount to each Settlement Class Member and excludes any amounts distributed to
26 PAGA Class Members pursuant to PAGA.
27
28

- 1 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
2 Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and
3 Claims Administration Costs.
- 4 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
5 Claims Administrator in the form set forth as **Exhibit A** to this Agreement (other than
6 formatting changes to facilitate printing by the Claims Administrator).
- 7 T. "Operative Complaint" shall mean the complaint filed by Plaintiff on September 16,
8 2020, in the San Bernardino Superior Court.
- 9 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
10 Labor Code § 2698 *et seq.*
- 11 V. "PAGA Class Members" means all current and former non-exempt employees who
12 worked for Defendant About Food, Inc. during the PAGA Period.
- 13 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
14 for each PAGA Class Member divided by the total Pay Periods for all PAGA Class
15 Members during the PAGA Period.
- 16 X. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA Class
17 Member Payment, as defined herein, means the number of pay periods of employment
18 during the PAGA Period that each PAGA Class Member worked in California.
- 19 Y. "PAGA Period" means the period beginning November 2, 2019, to April 29, 2023.
- 20 Z. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)
21 to be allocated from the Gross Settlement Amount, with 25% of the payment going
22 to the PAGA Class Members ("PAGA Class Member Payment") and 75% of the
23 payment going to the Labor and Workforce Development Agency ("LWDA
24 Payment"). The amount of the PAGA Payment is subject to Court approval pursuant
25 to California Labor Code section 2699(l). Any reallocation of the Gross Settlement
26 Amount to increase the PAGA Payment will not constitute grounds by either party to
27 void this Agreement, so long as the Gross Settlement Amount remains the same.
- 28

- 1 AA. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
2 Plaintiff or Defendant, individually.
- 3 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
4 by the total Workweeks for all Class Members.
- 5 CC. "Plaintiff" shall mean Wafa Mwanes.
- 6 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
7 by the Claims Administrator to fund the Gross Settlement Amount.
- 8 EE. "Released Class Claims" shall mean the release from the Class Members of all class
9 claims alleged in the operative Complaint, or which could have been alleged in the
10 operative complaint based on the facts alleged, which occurred during the Class
11 Period, and expressly excluding all other claims, including claims for vested benefits,
12 wrongful termination, unemployment insurance, disability, social security, workers'
13 compensation, and class claims outside of the Class Period.
- 14 FF. "Released PAGA Claims" shall mean the release from the PAGA Class Members of
15 all PAGA claims alleged in the operative Complaint and Plaintiffs PAGA notice to
16 the LWDA which occurred during the PAGA Period, and expressly excluding all
17 other claims, including claims for vested benefits, wrongful termination,
18 unemployment insurance, disability, social security, workers' compensation, and
19 PAGA claims outside of the PAGA Period.
- 20 GG. "Released Parties" shall mean Defendant, and any of their former and present parents,
21 subsidiaries, affiliates, divisions, corporations in common control, predecessors,
22 successors, and assigns, as well as all past and present officers, directors, employees
23 (who are not also Class Members), partners, shareholders and agents, attorneys,
24 insurers, and any other successors, assigns, or legal representatives.
- 25 HH. "Response Deadline" means the date forty-five (45) calendar days after the Claims
26 Administrator mails Notice Packets to Class Members and the last date on which
27 Class Members may submit requests for exclusion or objections to the Settlement.
28

1 II. "Service Award" means an award in the amount of \$10,000 or in an amount that the
2 Court authorizes to be paid to the Class Representative, in addition to her Individual
3 Settlement Payment and her individual PAGA Class Member Payment, in recognition
4 of her efforts and risks in assisting with the prosecution of the Action.

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

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

9 LL. "Workweeks," for purposes of calculating the distribution of the Net Settlement
10 Amount, means the number of weeks of employment during the Class Period that
11 each Class Member was employed by Defendant in California.

12 **II. RECITALS**

13 A. On September 16, 2020, Plaintiff filed a Class Action complaint, alleging claims for:

- 14 1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
 - 15 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
16 Premiums);
 - 17 3. Violation of California Labor Code § 226. 7 (Unpaid Rest Period Premiums);
 - 18 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid
19 Minimum Wages);
 - 20 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely
21 Paid);
 - 22 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During
23 Employment);
 - 24 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage
25 Statements);
 - 26 8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite
27 Payroll Records);
- 28

1 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
2 Business Expenses);

3 10. Violation of California Business & Professions Code §§ 17200, et seq.);

4 B. On April 17, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce
5 Development Agency (LWDA) and served the same on Defendant.

6 C. On January 11, 2021, Plaintiff filed a separate representative action in San Bernardino
7 Superior Court, Case No. CIVSB2102442, for a single cause of action for violations
8 of PAGA.

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

14 E. Defendants deny any liability or wrongdoing of any kind associated with the claims
15 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
16 Representative, alleged in the Operative Complaint, and/or alleged in the Class
17 Representative's PAGA notices to the LWDA are owed, and further contend that, for
18 any purpose other than settlement, the Action is not appropriate for class or
19 representative action treatment. Defendant contends, among other things, that at all
20 times they complied with the California Labor Code and the Industrial Welfare
21 Commission Wage Orders.

22 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
23 the facts relevant to the Action, including conducting an independent investigation as
24 to the allegations, reviewing documents and information exchanged through informal
25 discovery, and reviewing documents and information provided by Defendant
26 pursuant to informal requests for information to prepare for mediation. Defendant
27 produced for the purpose of settlement negotiations certain employment data
28 concerning the Class, which Class Counsel reviewed and analyzed with the assistance

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

9 G. On February 28, 2023, the Parties participated in mediation presided over by Steven
10 Serratore, an experienced mediator of wage and hour class and PAGA actions. The
11 Parties accepted a Mediator's settlement proposal, which was subsequently
12 memorialized in the form of a Memorandum of Understanding.

13 H. This Agreement replaces and supersedes the Memorandum of Understanding and any
14 other agreements, understandings, or representations between the Parties. This
15 Agreement represents a compromise and settlement of highly disputed claims.
16 Nothing in this Agreement is intended or will be construed as an admission by
17 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
18 or that Defendant bear any liability to Plaintiff or the Class on those claims or any
19 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
20 have merit.

21 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
22 Settlement was arrived at through arm's-length negotiations, taking into account all
23 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay
24 attendant to continuing the Action through trial and any appeal. Accordingly, the
25 Parties desire to settle, compromise and discharge all disputes and claims arising from
26 or relating to the Action fully, finally, and forever.

27 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
28 for any reason the settlement does not become effective, Defendant reserves the right

1 to contest certification of any class for any reason and reserve all available defenses
2 to the claims in the Action. The Settlement, this Agreement, and the Parties'
3 willingness to settle the Action will have no bearing on and will not be admissible in
4 connection with any litigation.

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

6 **III. TERMS OF AGREEMENT**

7 A. Settlement Consideration and Settlement Payments by Defendant.

8 1. Settlement Consideration. In full and complete settlement of the Action, and
9 in exchange for the releases set forth below, Defendant will pay the sum of
10 the Individual Settlement Payments, the Service Award, the Attorneys' Fees
11 and Attorneys' Expenses, PAGA Payment, and the Claims Administration
12 Costs, as specified in this Agreement, equal to the Gross Settlement Amount
13 of Five Hundred Eighty Thousand Dollars and Zero Cents (\$580,000.00). The
14 Parties agree that this is a non-reversionary Settlement and that no portion of
15 the Gross Settlement Amount shall revert to Defendant. Other than the
16 Defendant's share of employer payroll taxes and as provided in Section III.A.2
17 below, Defendant shall not be required to pay more than the Gross Settlement
18 Amount.

19 2. Class Size. Defendant represents that the Class was comprised of
20 approximately 519 individuals who collectively worked approximately
21 22,000 Workweeks during the Class Period. In regard hereto, Defendant will
22 provide a declaration under penalty of perjury confirming the number of Class
23 Members and Workweeks worked by the Class Members within three (3)
24 business days prior to filing of the Motion for Preliminary Approval. Should
25 the Workweeks increase beyond 10% of the of the estimated 22,000
26 Workweeks(*i.e.*, more than 22,200 Workweeks), Defendant shall notify
27 Plaintiff that it will, at Defendant's sole discretion, either (i) increase the Gross
28 Settlement Amount on a pro-rata basis equal to the percentage increase in the

1 number of Workweeks worked by the Class members above ten percent (10%)
2 (e.g., if the number of Workweeks increases by 11%, the Gross Settlement
3 Amount will increase by one percent (1%)); or (ii) end the Class Period at any
4 point before the Workweeks do not exceed 22,200.

5 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
6 into the QSF, through the Claims Administrator on or before the Funding
7 Date. Any interest accrued will be added to the NSA and distributed to the
8 Settlement Class Members except that if final approval is reversed on appeal,
9 then Defendant is entitled to prompt return of the principal and all interest
10 accrued.

11 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
12 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
13 together with the Gross Settlement Amount on the Funding Date.

14 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
15 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
16 release the Released Parties from the Released Class Claims for the Class Period.

17 C. Release by the PAGA Class Members. As of the Funding Date, in exchange for the
18 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
19 California release the Released Parties from the Released PAGA Claims for the PAGA
20 Period. As a result of this release, the PAGA Class Members shall be precluded from
21 bringing claims against Defendant for the Released PAGA Claims.

22 D. Conditions Precedent: This Settlement will become final and effective only upon the
23 occurrence of all of the following events:

- 24 1. The Court enters an order granting preliminary approval of the Settlement;
- 25 2. The Court enters an order granting final approval of the Settlement and a Final
26 Judgment;
- 27 3. If an objector appears at the final approval hearing, the time for appeal of the
28 Final Judgment and Order Granting Final Approval of Class Action

1 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
2 any appeal from the Judgment and Order Granting Final Approval of Class
3 Action Settlement; and

4 4. Defendant fully fund the Gross Settlement Amount.

5 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
6 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
7 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant
8 from obtaining a complete resolution of the Released Class Claims and Released
9 PAGA Claims, or if Defendant fail to fully fund the Gross Settlement Amount:

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

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

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

21 F. In the event that Defendant fail to fund the Gross Settlement Amount, Defendant shall
22 bear the sole responsibility for any cost to issue or reissue any curative notice to the
23 Settlement Class Members and all Settlement Claims Administration Costs incurred
24 to the date of nullification.

25 G. Certification of the Class. The Parties stipulate to conditional class certification of the
26 Class for the Class Period for purposes of settlement only. In the event that this
27 Settlement is not approved by the Court, fails to become effective, or is reversed,
28 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant

1 from obtaining a complete resolution of the Released Class Claims and Released
2 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
3 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
4 administrative or arbitral proceeding for any purpose or with respect to any issue,
5 substantive or procedural.

6 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
7 effect of the payments called for, and Class Members and/or PAGA Class Members
8 are not relying on any statement or representation by the Parties in this regard. Class
9 Members and/or PAGA Class Members understand and agree that they will be
10 responsible for the payment of any taxes and penalties assessed on the Individual
11 Settlement Payments and/or PAGA Class Members' individual shares of the PAGA
12 Class Member Payment described and will be solely responsible for any penalties or
13 other obligations resulting from their personal tax reporting of Individual Settlement
14 Payments and/or PAGA Class Members' individual shares of the PAGA Class
15 Member Payment.

16 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
17 the "acknowledging party" and each Party to this Agreement other than the
18 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
19 of this Agreement, and no written communication or disclosure between or among the
20 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
21 such communication or disclosure constitute or be construed or be relied upon as, tax
22 advice within the meaning of United States Treasury Department circular 230 (31 CFR
23 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
24 her or its own, independent legal and tax counsel for advice (including tax advice) in
25 connection with this Agreement, (b) has not entered into this Agreement based upon
26 the recommendation of any other Party or any attorney or advisor to any other Party,
27 and (c) is not entitled to rely upon any communication or disclosure by any attorney
28 or adviser to any other party to avoid any tax penalty that may be imposed on the

acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion.

K. Claims Administrator. The Claims Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or PAGA Class Members' individual shares of the PAGA Class Member Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Claims Administrator to perform. The Claims Administrator shall keep the Parties timely apprised of the performance of all Claims Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received.

1 L. Notice Procedure.

2 1. Class Data. No later than ten (10) business days after the Preliminary
3 Approval Date, Defendant shall provide the Claims Administrator with the
4 Class Data for purposes of preparing and mailing Notice Packets to the Class
5 Members.

6 2. Notice Packets.

7 a) The Notice Packet shall contain the Notice of Class Action Settlement
8 in a form substantially similar to the form attached as **Exhibit A**. The
9 Notice of Class Action Settlement shall inform Class Members and
10 PAGA Class Members that they need not do anything in order to
11 receive an Individual Settlement Payment and/or PAGA Class
12 Members' individual shares of the PAGA Class Member Payment and
13 to keep the Claims Administrator apprised of their current mailing
14 address, to which the Individual Settlement Payments and/or PAGA
15 Class Members' individual shares of the PAGA Class Member
16 Payment will be mailed following the Funding Date. The Notice of
17 Class Action Settlement shall set forth the release to be given by all
18 members of the Class who do not request to be excluded from the
19 Settlement Class and/or PAGA Class Members in exchange for an
20 Individual Settlement Payment and/or PAGA Class Members'
21 individual shares of the PAGA Class Member Payment, the number of
22 Workweeks worked by each Class Member during the Class Period,
23 and number of PAGA Periods worked by each PAGA Class Member
24 during the PAGA Period, if any, and the estimated amount of their
25 Individual Settlement Payment if they do not request to be excluded
26 from the Settlement and each PAGA Class Members' share of the
27 PAGA Class Member Payment, if any. The Claims Administrator
28 shall use the Class Data to determine Class Members' Workweeks and

PAGA Pay Periods. The Notice will also advise the PAGA Class Members that they will release the Released PAGA Claims and will receive their share of the PAGA Class Member Payment regardless of whether they request to be excluded from the Settlement.

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

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Claims Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Claims Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Claims Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Claims Administrator.

1 In addition, if any Class Member who is currently employed by Defendant, is
2 returned to the Claims Administrator, as non-delivered and no forwarding
3 address is provided, the Claims Administrator shall notify Defendant.
4 Defendant will request that the currently employed Class Member provided a
5 corrected address and transmit to the Claims Administrator any corrected
6 address provided by the Class Member. Class Members who received a re-
7 mailed Notice Packet shall have their Response Deadline extended fifteen (15)
8 days from the original Response Deadline.

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

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

24 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to exclude themselves from
26 the Settlement must submit a signed copy of the Request for Exclusion form
27 to the Claims Administrator by the Response Deadline. A Request for
28 Exclusion form will be mailed together with the Notice Packet to all Class

Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an PAGA Class Member will still receive his/her pro rata share of the PAGA Class Member Payment, as specified below, and in consideration, will be bound by the Release by the PAGA Class as set forth herein. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than seven (7) calendar days after the Response Deadline, the Claims Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion. Defendant retains the right, in the exercise of its sole discretion, to nullify the settlement within fifteen (15) calendar days after expiration of the exclusion period, if ten percent (10%) or more of Class Members exclude themselves from the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement

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

21 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
22 the Gross Settlement Amount plus any employer’s share of payroll taxes as mandated
23 by law within the time specified hereinabove on the Funding Date.

24 1. Calculation of Individual Settlement Payments. Individual Settlement
25 Payments shall be paid from the Net Settlement Amount and shall be paid
26 pursuant to the formula set forth herein. Using the Class Data, the Claims
27 Administrator shall add up the total number of Workweeks for all Class
28 Members. The respective Workweeks for each Class Member will be divided

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

11 2. Calculation of Individual Payments to the PAGA Class Members. Using the
12 Class Data, the Claims Administrator shall add up the total number of PAGA
13 Pay Periods for all PAGA Class Members during the PAGA Period. The
14 respective PAGA Pay Periods for each PAGA Class Members will be divided
15 by the total PAGA Pay Periods for all PAGA Class Members, resulting in the
16 "PAGA Payment Ratio" for each PAGA Class Member. Each PAGA Class
17 Member's PAGA Payment Ratio will then be multiplied by the PAGA Class
18 Member Payment to calculate each PAGA Class Member's estimated share
19 of the PAGA Class Member Payment.

20 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
21 Settlement Payments shall be allocated and treated as 10% wages ("Wage
22 Portion") and 45% penalties ("Penalties Portion"), and 45% pre-judgment
23 interest ("Interest Portion"). The Wage Portion of the Individual Settlement
24 Payments shall be reported on IRS Form W-2 and the Penalty Portion and
25 Interest Portion of the Individual Settlement Payments shall be reported on
26 IRS Form 1099 issued by the Settlement Agreement.

- 1 4. Allocation of PAGA Class Member Payments. For tax purposes, PAGA Class
2 Member Settlement Payments shall be allocated and treated as 100% penalties
3 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 Payment made to Settlement Class Members
6 and/or PAGA Class Members 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 which
16 are attributable to wages shall constitute income to such Settlement Class
17 Members solely in the year in which such monies 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 Payment provided for in this
20 Settlement agreement are the sole payments to be made by Defendant to
21 Settlement Class Members and/or PAGA Class Members in connection with this
22 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
23 Class Members and/or PAGA Class Members 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 Class Member Payment.
- 26 7. Mailing. Individual Settlement Payments and PAGA Class Member Payments
27 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
- 28

1 and/or PAGA Class Members' last known mailing address no later than fifteen
2 (15) business days after the Funding Date.

- 3 8. Expiration. Any checks issued to Settlement Class Members and PAGA Class
4 Members 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 PAGA Class Members does not cash his or her settlement check within ninety
7 (90) days, the Claims Administrator will send a letter to such persons, advising
8 that the check will expire after the 180th day, and invite that Settlement Class
9 Member and/or PAGA Class Members to request reissuance in the event the
10 check was destroyed, lost or misplaced. In the event an Individual Settlement
11 Payment and/or PAGA Class Members' individual share of the PAGA
12 Payment check has not been cashed within one hundred and eighty (180) days,
13 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 Community Law Project, founded at
16 California Western School of Law. The Parties and their respective counsel
17 represent that they do not have any interest, direct or indirect, with
18 Community Law Project.

- 19 9. Service Award. In addition to the Individual Settlement Payment as a
20 Settlement Class Member and her individual share of the PAGA Class
21 Member Payment, Plaintiff will apply to the Court for an award of not more
22 than \$10,000.00, as the Service Award. Defendant will not oppose a Service
23 Award of not more than \$10,000.00 for Plaintiff. The Claims Administrator
24 shall pay the Service Award, either in the amount stated herein if approved by
25 the Court or some other amount as approved by the Court, to Plaintiff from
26 the Gross Settlement Amount no later than fifteen (15) calendar days after the
27 Funding Date. Any portion of the requested Service Award that is not
28 awarded to the Class Representative shall be part of the Net Settlement

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

11 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands, and will
12 not oppose, a motion for Attorneys' Fees not to exceed one-third of the Gross
13 Settlement Amount currently estimated to be One Hundred Ninety-Three,
14 Three Hundred Thirty-Three Dollars and Zero Cents (\$193,333.33) *and*
15 Attorneys' Expenses supported by declaration not to exceed Twenty
16 Thousand Dollars and Zero Cents (\$20,000.00). Any awarded Attorneys'
17 Fees and Attorneys' Expenses shall be paid from the Gross Settlement
18 Amount. Any portion of the requested Attorneys' Fees and/or Attorneys'
19 Expenses that are not awarded to Class Counsel shall be part of the Net
20 Settlement Amount and shall be distributed to Settlement Class Members as
21 provided in this Agreement. The Claims Administrator shall allocate and pay
22 the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no
23 later than fifteen (15) calendar days after the Funding Date. Class Counsel
24 shall be solely and legally responsible to pay all applicable taxes on the
25 payment made pursuant to this paragraph. The Claims Administrator shall
26 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
27 pursuant to this paragraph. If the Court reduces or does not approve the
28 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right

1 to revoke the Settlement, or to appeal such order, and the Settlement will
2 remain binding.

3 11. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00)
4 shall be allocated from the Gross Settlement Amount for settlement of claims
5 for civil penalties under the Private Attorneys General Act of 2004 (“PAGA
6 Payment”). The Claims Administrator shall pay seventy-five percent (75%)
7 of the PAGA Payment (\$15,000) to the California Labor and Workforce
8 Development Agency no later than fifteen (15) calendar days after the
9 Effective Date (hereinafter “LWDA Payment”). Twenty-five percent (25%)
10 of the PAGA Payment (\$5,000) will be distributed to the PAGA Class
11 Members as described in this Agreement (hereinafter “PAGA Class Member
12 Payment”). For purposes of distributing the PAGA Payment to the PAGA
13 Class Members, each PAGA Class Member shall receive their pro-rata share
14 of the PAGA Class Member Payment using the PAGA Payment Ratio as
15 defined above.

16 12. Claims Administration Costs. The Claims Administrator shall be paid for the
17 costs of administration of the Settlement from the Gross Settlement Amount.
18 The estimate of the Claims Administration Costs is \$9,500.00. The Claims
19 Administrator shall be paid the Claims Administration Costs no later than
20 fifteen (15) calendar days after the Effective Date.

21 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
22 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
23 twenty-eight (28) days following the expiration of the Response Deadline, which
24 motion shall request final approval of the Settlement and a determination of the
25 amounts payable for the Service Award, the Attorneys’ Fees and Attorneys’
26 Expenses, the PAGA Payment, and the Claims Administration Costs. Plaintiff will
27 provide Defendant with a draft of the Motion at least three (3) business days prior to
28

the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Claims Administrator. No later than seven (7) days after the Response Deadline, the Claims Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the Claims Administration Costs, the names of any Class Members who opt out of the Settlement, and any other information as the Parties mutually agree or the Court orders the Claims Administrator to provide.

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

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

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

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

- 1 Q. Amendment or Modification. This Agreement may be amended or modified only by
2 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 3 R. Plaintiff's Individual Claims. In addition to this Agreement and the claims she is
4 releasing hereby, Plaintiff is entering into a separate individual settlement agreement,
5 which shall provide for a separate individual payment, and which shall provide for an
6 additional broad release, including a waiver of Civil Code Section 1542. That release,
7 waiver and discharge of all claims shall include, but will not be limited to, any and all
8 claims arising out of the Action, as well as additional claims described in the individual
9 settlement agreement, which are separate and different from the claims alleged in the
10 Action.
- 11 S. Entire Agreement. Except with respect to Plaintiff's individual settlement agreement,
12 described in paragraph "R" immediately above, this Agreement and any attached
13 Exhibit constitute the entire Agreement among these Parties, and no oral or written
14 representations, warranties or inducements have been made to any Party concerning
15 this Agreement or its Exhibit other than the representations, warranties and covenants
16 contained and memorialized in this Agreement and its Exhibit.
- 17 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
18 represent they are expressly authorized by the Parties whom they represent to negotiate
19 this Agreement and to take all appropriate Action required or permitted to be taken by
20 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
21 documents required to effectuate the terms of this Agreement. The persons signing
22 this Agreement on behalf of Defendant represents and warrants that he/she is
23 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
24 warrants that she is authorized to sign this Agreement and that she has not assigned
25 any claim, or part of a claim, covered by this Settlement to a third-party.
- 26 U. No Public Comment: The Parties and their counsel agree that they will not issue any
27 press releases, initiate any contact with the press, respond to any press inquiry, or have
28 any communication with the press about the fact, amount, or terms of the Settlement

1 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
2 of its terms for any marketing or promotional purposes. Nothing herein will restrict
3 Class Counsel from including publicly available information regarding this settlement
4 in future judicial submissions regarding Class Counsel's qualifications and experience.
5 Further, Class Counsel will not include, reference, or use the Settlement Agreement
6 for any marketing or promotional purposes, either before or after the Motion for
7 Preliminary Approval is filed.

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

10 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
11 shall be governed by and interpreted according to the laws of the State of California.

12 X. Counterparts. This Agreement may be executed in one or more counterparts. All
13 executed counterparts and each of them shall be deemed to be one and the same
14 instrument provided that counsel for the Parties to this Agreement shall exchange
15 among themselves copies or originals of the signed counterparts.

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

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

26 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
27 the Court shall first attempt to construe the provisions valid to the fullest extent
28

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

BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff and settled separately by an individual settlement agreement between the Parties described in paragraph “R” above, Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

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

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

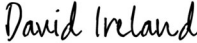
DATED: Jun 5, 2023


Wafa mwanes (Jun 5, 2023 11:49 PDT)

Wafa MWANES

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

DATED: 6/7/2023

DocuSigned by:

299AE29C3AFE486
ABOUT FOOD, INC.

David Ireland

Printed Name

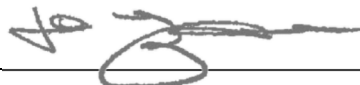
GM

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: June 6, 2023

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: June 6, 2023

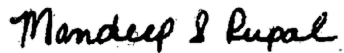
ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: 6/7/2023

LAW OFFICE OF MANDEEP S. RUPAL

By: 

Mandeep S. Rupal, Esq.

Alexander W. Richter, Esq.
Attorneys for Defendant

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EXHIBIT A

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

*(Mwanes v. About Food, Inc., dba Redlands Ranch Market, San Bernardino County Superior Court Case
No. CIVDS2018742)*

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Claims Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Claims Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Wafa Mwanes (“Plaintiff”) and Defendant About Food Inc., dba Redlands Ranch Market. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All current and former non-exempt employees who worked for Defendant About Foods, Inc. during the period from September 16, 2016, to April 29, 2023 (“Class Period”).

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

2. What is this class action lawsuit about?

On September 16, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted claims that Defendant: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226. 7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-

Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, et seq.). On April 17, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On January 11, 2021, Plaintiff filed a representative action for a single cause of action for violations of PAGA.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On February 28, 2023, the Parties participated in an all-day mediation with Steven Serratore, an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Hundred Eighty Thousand Dollars and Zero Cents (\$580,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Claims Administration Costs, Attorneys' Fees and Attorneys' Expenses, Service Award, and the PAGA Payment.

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

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

- Claims Administration Costs. Payment to the Claims Administrator, estimated not to exceed \$9,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Attorneys' Expenses. Payment to Class Counsel of an award of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$193,333.33) and Attorneys' Expenses of not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act (“PAGA”), \$15,000.00 of which will be paid to the State of California's Labor and

Workforce Development Agency (“LWDA”) and the remaining \$5,000.00 will be distributed to PAGA Class Members as part of the PAGA Payment.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys’ Fees, Attorneys’ Expenses, the Service Award, the PAGA Payment, and the Claims Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Class Members Payments to PAGA Class Members. The PAGA Payment shall be distributed to PAGA Class Members irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all PAGA Class Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Class Member during the PAGA Period. “PAGA Class Member” means all current and former non-exempt employees who worked for Defendant About Foods, Inc. during the period from November 2, 2019, to April 29, 2023 (“PAGA Period”).

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

Tax Matters. Ten percent (10%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty-five percent (45%) of each Individual Settlement Payment is allocated to penalties (“Penalty Portion”). Forty-five percent (45%) of each Individual Settlement Payment is allocated to pre-judgment interest (“Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to PAGA Class Members, and each PAGA Class Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and PAGA Class Member Payments made to Settlement Class Members and/or PAGA Class Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the operative Complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all PAGA Class Members shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means All PAGA claims alleged in the operative Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period September 16, 2016, to April 29, 2023).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (November 2, 2019, to April 29, 2023).

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Claims Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Claims Administrator. The Claims Administrator is: Apex Class Action LLC.

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

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

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

To opt out, you must submit to the Claims Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Claims Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Mwanes v. About Food, Inc.*, currently pending in Superior Court of San Bernardino, Case No. CIVDS2018742. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Mwanes v. About Food, Inc., San Bernardino County Superior Court, Case No. CIVDS2018742***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Claims Administrator no later than _____. The address for the Claims Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

LAWYERS FOR JUSTICE, PC

Edwin Aiwanian
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Counsel for Defendant:

Mandeep S. Rupal, Esq.
Alexander Richter, Esq.
Law Offices of Mandeep S. Rupal
4740 Green River Road, Suite 2007
Corona, CA 92878
T: 951-460-0830
mrupal@rupallaw.com
alex@rupallaw.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the San Bernardino County Superior Court, Department S17, located at 247 West Third Street San Bernardino, CA 92415 before Judge Joseph Ortiz. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Claims Administrator at 1-800-355-0700 or write to ***Mwanes v. About Food, Inc., San Bernardino County Superior Court, Case No. CIVDS2018742***, Claims Administrator, 20371 Irvine Avenue, Newport Beach, CA 92660 c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT 2

EXHIBIT 3

Quotation For:

Sydney Castillo-Johnson
JCL Law Firm, A.P.C.
scastillo@jcl-lawfirm.com
(888) 498-6999

Prepared by:

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

Case Name: Mwanes v. About Food

Date: 4/28/23

RFP Number: 69990005

Settlement Specifications

Estimated Class Size:	519
Certified Language Translation:	Yes
Basic Settlement Website:	No
Percentage of Undeliverable Mail	20%

Comments or Special Instructions

None

Service	Unit	Rate	Volume	Amount
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardized provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice

Form Set-Up (Formatting for Review and Approval)	Per Hour	\$120.00	1	\$120.00
Print & Mailing of Class Notice	Per Piece	\$1.50	519	\$778.50
USPS First Class Postage	Per Piece	\$0.60	519	\$311.40
Remail Notice to Updated Address (Skip Trace)	Per Piece	\$2.00	104	\$207.60
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	1	\$75.00
NCOA Address Update	Static Rate	\$38.55	1	\$38.55
Certified Spanish Translation	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$2,806.05

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	3	\$270.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$850.00



Service	Unit	Rate	Volume	Amount
Toll-Free Contact Center, Website & Reporting				
Toll-Free Contact Center	Static Rate	\$75.00	1	\$75.00
Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$75.00
Distribution & Fund Management				
Settlement Calculations	Per Hour	\$140.00	3	\$420.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mailing Distribution Settlement Check	Per Piece	\$1.25	519	\$648.75
USPS First Class Postage	Per Hour	\$0.60	519	\$311.40
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	52	\$103.80
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	10	\$1,000.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$4,153.95
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$1,065.00
TOTAL ESTIMATED PROJECT COST:				\$9,500.00

Thank you for your business!
Sean at 949.878.3676

Terms & Conditions

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

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

- *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);