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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

QUAID DANIELS on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

v.

AVMC, LLC dba TOYOTA OF
LANCASTER, a California limited liability
company; and Does 1-50, Inclusive,

Defendants.

Case No: 21STCV07885

Action Filed: August 6, 2020

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: August 16, 2022

Time: 9:00 a.m.

Reservation ID: 645614952695

Dept.: 39

Judge: Hon. Stephen I. Goorvitch

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, co-lead
3 counsel of record for Plaintiff Quaid Daniels (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of the matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff for an order:
7 approving the settlement in this Private Attorneys General Act (“PAGA”) action with Defendant
8 AVMC, LLC dba Toyota of Lancaster (“Defendant”).

9 3. A true and correct copy of the fully executed Private Attorney General Act (Labor
10 Code Section 2698 *Et Seq.*) Settlement Agreement and Limited Release (“Settlement Agreement”)
11 is attached as Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

12 4. On December 18, 2020, Plaintiff Quaid Daniels on behalf of himself and on behalf
13 of other “Aggrieved Employees” submitted a notice and draft complaint to the LWDA
14 memorializing claims against Defendant for alleged violations of the California Labor Code,
15 including claims for failure to provide compliant meal periods or compensation in lieu thereof in
16 violation of Labor Code sections 226.7, and 512; failure to provide compliant rest periods or
17 compensation in lieu thereof in violation of Labor Code sections 226.7, and 512; failure to pay all
18 minimum, regular, and overtime wages; failure to maintain true and accurate records in violation of
19 Labor Code sections 1174 and 1174.5; failure to provide accurate itemized wage statements in
20 violation of Labor Code sections 226, 226.2, 1174, and 1175; claims for violations of Labor Code
21 sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1198.5,
22 the applicable Industrial Welfare Commission Wage Order(s); and claims for civil penalties and
23 other relief pursuant to Labor Code section 2699, and the sections preceding and following section
24 2699. (LWDA Case No. 815877-20.) On February 25, 2021, Plaintiff filed a Class Action lawsuit
25 for the above-mentioned Labor Code violations. On May 5, 2021, Plaintiff filed the First Amended
26 Complaint (“FAC”) against Defendant in the Superior Court of Los Angeles County, Case No.
27 21STCV07885, dismissing the class claims and alleging a single cause of action for violations of
28 PAGA based on the above Labor Code violations.

1 5. Plaintiff and Defendant agreed to mediate the action with Jeffrey Krivis, Esq., an
2 experienced wage and hour PAGA action mediator. Prior to the mediation, in order to evaluate the
3 potential value of the claims, the Parties engaged in significant efforts to obtain evidence regarding
4 the claims asserted, including all of Defendant’s relevant wage and hour policies, the exchange of
5 detailed statistical data regarding assignments performed by Plaintiff and the Aggrieved Employees,
6 the production of hundreds of pages of documents, including a large sample of payroll records and
7 time records, and the exchange of detailed briefing and analysis in connection with the mediation.
8 Based on this extensive discovery, Plaintiff was able to perform damages calculations and assess
9 his claims relevant to Defendant’s defenses.

10 6. Thereafter, on April 25, 2022, the Parties engaged in a full-day mediation with Mr.
11 Krivis. At the conclusion of the full-day mediation, the Parties reached an agreement for settlement
12 based on a Mediator’s proposal that was memorialized in the form of a Memorandum of
13 Understanding. The settlement was negotiated in light of all known facts and circumstances and the
14 uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain
15 representative claims and establishing manageability, the difficulty of proving Plaintiff’s claims in
16 a manageable trial, the merits of Defendant’s potential defenses, and the significant delay and
17 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
18 negotiations, with the assistance of Mr. Krivis.

19 7. The PAGA Settlement is subject to Court approval consistent with Labor Code §
20 2699(1)(2) (Settlement Agreement at III(J).) The Settlement Agreement negotiated by the Parties
21 provides for a “Gross Settlement Amount” payment in the amount of \$230,000 to resolve the PAGA
22 claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA Settlement of
23 \$230,000, there is a deduction of attorneys’ fees in the amount of \$76,666.66 (which is one-third of
24 the PAGA Settlement), reimbursement of incurred costs in an amount not to exceed \$20,000, and
25 Settlement Administration Costs, which will not exceed \$6,500. (Settlement Agreement at III(I)(7)-
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1 (8)).² After these deductions, the amount remaining is the “Net Settlement Amount,” which is
2 estimated to be \$126,833.34.

3 8. Of the Net Settlement Amount, seventy-five percent (75%) will be paid to the
4 LWDA, and the remaining twenty-five percent (25%) will be paid to the Aggrieved Employees.
5 (Settlement Agreement at I(K).)³ This 75/25 allocation is required by Labor Code § 2699 as
6 explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

7 9. The individual PAGA payment for each Aggrieved Employee shall be based on the
8 number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage
9 of the total pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement
10 Agreement at III(I)(1).) The PAGA Period is the time period of December 18, 2019 to April 25,
11 2022. (Settlement Agreement at I(O).)

12 10. At the time of mediation, Defendant estimated that there were 280 Aggrieved
13 Employees who worked approximately 10,774 pay periods during the PAGA Period. (Settlement
14 Agreement at III(A)(2).)

15 11. Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant,
16 the Released Parties shall be entitled to a release from the State of California and Plaintiff as to the
17 following claims: “Released PAGA Claims” means all PAGA claims alleged in the operative
18 complaint and Plaintiff’s notice to the LWDA which occurred during the PAGA Period. (Settlement
19 Agreement at I(V).)

20 12. The Gross Settlement Amount shall be due by Defendant to the Settlement
21 Administrator via wire transfer on the Funding Date. (Settlement Agreement at III(A)(3).)
22 Defendant will provide the necessary information about the Aggrieved Employees to the Settlement
23 Administrator (ILYM Group) no later than five (5) calendar days after the Effective Date.

24 ² In the event the Court approves less than one-third of the PAGA Settlement amount in attorneys’
25 fees or less than \$20,000 in attorneys’ expenses to Plaintiff’s Counsel, the unawarded difference
26 will be added to the Net Settlement Amount and not to Plaintiff’s Counsel or Defendant (Settlement
27 Agreement at III(I)(7).)

28 ³ “Aggrieved Employees” means all individuals who worked for Defendant as non-exempt
employees in California during the PAGA Period. (Settlement Agreement at I(B).) The PAGA
Period means the period between December 18, 2019 to April 25, 2022. (Settlement Agreement at
I(O).)

(Settlement Agreement at III(H).) The Settlement Administrator will mail the individual Aggrieved Employee payments by regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing address no later than fifteen (15) calendar days after the Funding Date. (Settlement Agreement at III(I)(4).) Checks will remain valid and negotiable for one hundred eighty (180) days. (Settlement Agreement at III(I)(5).) If an Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Aggrieved Employee to request reissuance in the event the check was destroyed, lost, or misplaced. (*Id.*) In the event an Aggrieved Employee payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the names and corresponding amounts associated with each Aggrieved Employee whose check(s) are cancelled (*Id.*) The individual PAGA payments are 100% penalties and shall be reported using IRS tax form 1099. (Settlement Agreement III(I)(2).)

13. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion for settlement approval as set forth in the accompanying proof of service in compliance with Labor Code section 2699(1). In addition, Plaintiff will submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

14. The claim before this Court is a representative claim under the PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle the PAGA claims in their entirety after significant informal discovery, and an arm's length mediation. The settlement is intended to fully and finally resolve the Released Claims asserted by Plaintiff on behalf of the State of California. This is only a settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the individual claims, if any, of the

1 Aggrieved Employees. This settlement does not release any claim that is not a PAGA claim.⁴
2 Attorneys' fees equal to one-third of the PAGA Settlement amount (\$76,666.66) and litigation
3 expenses in an amount not to exceed \$20,000 will also be paid to Plaintiff's Counsel as part of the
4 settlement in accordance with California Labor Code § 2699(g)(1) as set forth in the Settlement
5 Agreement.⁵ Lastly, payment to the Settlement Administrator in an amount not to exceed \$6,500
6 to perform the administrative duties to distribute the settlement money shall also be paid.

7 15. Plaintiff and his counsel believe that the PAGA Settlement amount is fair and
8 reasonable and therefore "shall" be reviewed and approved. Here, the PAGA Settlement amount of
9 \$230,000 is significantly larger than amounts previously approved by Courts throughout California.

10 16. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
11 than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would
12 result in an award that is "unjust, arbitrary and oppressive or confiscatory." Before and during the
13 mediation, Defendant argued, among other things, that it was unlikely that any Judge would award
14 more than the actual amounts owed on the claims, let alone the full \$100 or \$200 per violation. In
15 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a
16 judgment after trial which only provided for a PAGA penalty of **\$5** per pay period. Therefore, at
17 trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff's
18 calculation, even had Plaintiff prevailed on the PAGA claim. Here, multiplying the number of
19 violations identified, assumed, and extrapolated by Plaintiff (31,774 violations) by **\$5** results in a
20 total potential liability of **\$158,870**. Further, multiplying the number of pay periods (10,774) by **\$5**
21 results in a total potential liability of **\$53,870**. Therefore, even assuming Plaintiff would have
22 prevailed on all of his claims at trial, the result obtained by Plaintiff in the Settlement exceeds the
23 amount Plaintiff would have recovered had the Court relied on *Carrington* in awarding the PAGA
24 penalties.

25 _____
26 ⁴ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: "Nonparty employees are
27 bound by the judgment in an action under the PAGA, but only with respect to recovery of civil
penalties."

28 ⁵ As set forth in the accompanying Zakay Dec., Plaintiff's Counsel incurred costs in the current
amount of \$14,653.86 which is less than the cost allocation in the Settlement Agreement. (See
Zakay Dec. at ¶ 29.)

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

Labor Code Section	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
226.7, 1194, 1197 and 1197.1 (unpaid minimum wages)	280 Aggrieved Employees	\$100	9,129	84.7% of total pay periods	\$912,900
226.7 and 512 (unpaid meal break violations)	280 Aggrieved Employees	\$50	1,185	11% of total pay periods	\$59,250
226.2, 226.7 and 512 (rest break violations)	280 Aggrieved Employees	\$50	1,185	11% of total pay periods	\$59,250
226 (wage statement violations)	280 Aggrieved Employees	\$100	10,774	100% of total pay periods	\$1,077,400
2802 (unreimbursed business expenses)	280 Aggrieved Employees	\$100	5,387	50% of total pay periods	\$538,700
226.7, 1194, 1197 and 1197.1 (unpaid minimum wages)	280 Aggrieved Employees	\$100	9,129	84.7% of total pay periods	\$912,900

18 Thus, at the time of mediation, Plaintiff's Counsel estimated Defendant's maximum liability
19 exposure at \$2,647,500. Consequently, the PAGA Settlement amount of \$230,000 is 8.69% of
20 Defendant's maximum liability exposure – before any reduction.

21 18. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove
22 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011
23 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a
24 plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a
25 violation of the Labor Code by the defendant.”). Here, Plaintiff would need to prove that each
26 Aggrieved Employee suffered a violation for each period the employee worked in relation to meal
27 or rest period violations, failure to pay minimum or overtime wages, failure to provide accurate
28 itemized wage statements, and unreimbursed business expenses.

1 19. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
2 compensated, and that it did not violate the Labor Code. Most importantly and relevant to this case,
3 Defendant argued that the Supreme Court decision in *Brinker v. Super. Ct.*, 53 Cal.4th 1004 (2012),
4 weakened, if not eliminated, Plaintiff's claims, on liability, value, and discretion with respect to the
5 PAGA penalties, as to the meal and rest period claims. A major component of the penalties alleged
6 to have been owed by Defendant are attributed to non-compliant meal and rest breaks. Before and
7 during the mediation, Defendant aggressively argued that Defendant's policies and culture afforded
8 the Aggrieved Employees an opportunity to take timely meal and rest breaks, and that employees
9 like Plaintiff *chose* not to take compliant breaks. Specifically, Defendant's written policies
10 encouraged Aggrieved Employees to take meal periods and rest breaks according to schedules
11 compliant with the California Labor Code. Defendant argued, therefore, that under the *Brinker*
12 decision it has no liability for the missed breaks whatsoever. Defendant argued that it adopted and
13 strictly enforced lawful policies and afforded Plaintiff and the Aggrieved Employees adequate time
14 to take compliant meal periods and rest breaks. Because Plaintiff's claims were largely based on
15 the missed meal and rest breaks, and because Defendant's policies were indeed compliant, this
16 presented a very real concern for Plaintiff. If successful, this defense could eliminate or substantially
17 reduce any recovery under PAGA. While Plaintiff believes that this defense, and others, could be
18 overcome, Defendant maintains these defenses have merit, which therefore presents a serious risk
19 to recovery of penalties.

20 20. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims
21 asserted in the operative complaint which are resolved by the Settlement Agreement. Defendant
22 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of
23 the penalties. Defendant could argue that no penalties prior to the PAGA notification should be
24 awarded because the violations were not intentional, and at least one court has so ruled. These
25 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties
26 sought may not be awarded.

27 21. Given Defendant's potential defenses to the violations at issue and the risks and costs
28 of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and

1 reasonable. Plaintiff's Counsel have significant experience litigating wage and hour claims
2 including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than
3 similar settlements that courts have approved. The PAGA Settlement, along with the other terms of
4 the proposed settlement, were negotiated by experienced counsel at arm's length with the assistance
5 of an experienced and reputable mediator, Mr. Krivis.

6 22. As set forth in the accompanying proof of service, the LWDA has been provided
7 notice of this motion and the PAGA Settlement. The decision of the LWDA to accept the PAGA
8 Settlement and not oppose the motion should be given considerable weight. This is not a situation
9 where the Court needs to be concerned about the rights of absent employees as in a class settlement,
10 as this PAGA-only settlement does not release the individual claims of absent employees, and the
11 LWDA is a sophisticated government entity that is more than able to look out for its own rights.

12 23. Based on our investigation, analysis and discounts for risk factors, Plaintiff
13 adequately represented the interests of both the State and the public in resolving this action and
14 reaching the proposed PAGA Settlement.

15 24. Notably, in the recent decision in *Viking River Cruises, Inc. v. Moriana*, 142 S.Ct.
16 1906 (2022), the United States Supreme Court held that the Federal Arbitration Act requires
17 enforcement of a bilateral arbitration agreement providing that an employee cannot raise
18 representative claims, including under PAGA. Given the Supreme Court's decision, this action
19 could be dismissed altogether. The proposed PAGA Settlement allows Plaintiff to resolve the claims
20 on his behalf, on behalf of the Aggrieved Employees, and on behalf of the State of California before
21 *Viking River Cruises* rids them of the opportunity to receive a settlement at all.

22 25. Finally, Plaintiff's diligent and efficient litigation of this action resulted in the
23 creation of an ascertainable common fund of \$230,000 that will substantially benefit the State of
24 California and the Aggrieved Employees.

25 26. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Settlement
26 Agreement is supported by several factors. First, the requested fees are justified by the result
27 achieved. Plaintiff's Counsel negotiated a recovery of \$230,000, and this result justifies the
28 requested fees equal to one third of this recovery. This percentage is within the standard contingent

1 recovery percentage of one-third, and this percentage is what was expressly approved by the
2 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504 (2016). At the time this case
3 was brought, the result was far from certain. Defendant's defenses to the merits of the case created
4 difficulties with proof and complex legal issues for Counsel to overcome. Here, a number of
5 defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the
6 Aggrieved Employees. Defendant asserted that their employment practices complied with all
7 applicable Labor laws. If successful, Defendant's defenses would eliminate *any recovery* to the
8 Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendant
9 maintains these defenses have merit which therefore presents a serious risk to recovery. The PAGA
10 Settlement was possible because Counsel was able to persuade Defendant that there was an
11 appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and
12 overcome difficulties in proof as to monetary relief.

13 27. Second, the fee award is justified by the work performed. As detailed in the
14 accompanying Declarations of Shani O. Zakay and Jean-Claude Lapuyade at ¶ 4, the fee award
15 represents Plaintiff's Counsels' current combined lodestar of \$84,557.50 with a multiplier of 0.91
16 with additional work to be performed such that the multiplier will ultimately be even lower.
17 Generally, the Ninth Circuit and California Courts award multipliers between 2 to 4 times the
18 lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good
19 results. *See, e.g., Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award with multiplier between
20 2.03 and 2.13); *Pellegrino v. Robert Half Int'l, Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable
21 multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
22 *Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or
23 higher); *Vandervort v. Balboa Capital Corp.*, 8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding
24 one-third of fund, which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL
25 6473804, at *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of
26 lodestar); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D.
27 Cal. Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76 as falling within the
28 "majority" range for risk multipliers).

1 28. Between December 19, 2020 and July 21, 2022 my firm spent 60.40 hours on the
2 case, incurring a total of \$28,662.50 in fees and \$6,467.99 in costs. My firm's billing records and
3 cost summary are attached hereto as Exhibit #2. Accordingly, based on Plaintiff's Counsel's
4 lodestar (including Mr. Lapuyade's lodestar), Plaintiff's Counsel's requested fee award reflects a
5 request for a reasonable hourly rate of \$399.93. Specifically, dividing \$76,666.66 by the number
6 of hours spent by Plaintiff's Counsel on the case (191.70), results in an average hourly rate of
7 \$399.93, which is reasonable and should be awarded.

8 29. As to litigation expenses, Plaintiff's Counsel will be recovering litigation expenses
9 in the total amount of \$14,653.86 which is less than the \$20,000 allocation for costs in the
10 Settlement Agreement, so the difference of \$5,346.14 will be added to the Net Settlement Amount.

11 Experience and Qualifications

12 30. I have represented thousands of employees in a variety of legal matters, including
13 PAGA lawsuits, class actions and complex litigation cases. Zakay Law Group APC's practice is
14 devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters.
15 I have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
16 and other lawsuits involving complex issues of law and fact. A true and correct copy of the resume
17 of Zakay Law Group, APC is attached hereto as Exhibit #3.

18 31. My credentials are reflected in the Zakay Law Group, APC firm resume, a true and
19 correct copy of which is attached hereto as Exhibit #3. Some of the major cases my firm has
20 undertaken are also set forth in Exhibit #3. I have had extensive representative and class litigation
21 experience, much of it in the area of representative PAGA actions, employment class actions, unfair
22 business practices and other complex litigation. I have litigated similar wage and hour class action
23 cases against other employers on behalf of employees. It is this level of experience which enabled
24 the firm to undertake the instant matter and to successfully combat the resources of the defendant
25 and its capable and experienced counsel. On account of the concerted and dedicated effort this case
26 required in order to properly handle and prosecute, I was precluded from taking other cases, and in
27 fact, had to turn away other potential fee generating cases.

1 32. My hourly rate for this case is \$550 per hour. My rate is in line with the prevailing
2 rates of attorneys in the local legal community for similar work and, if this were a commercial
3 matter, these are the charges that would be made and presented to the client. The rates charged by
4 my firm are in line with the prevailing rates of attorneys in the local legal community for similar
5 work and, if this were a commercial matter, these are the charges that would be made and presented
6 to the client. These hourly rates have been approved by Court's throughout California, including
7 the Courts in the Superior Court of California. Finally, the reasonableness of my hourly rates is
8 further confirmed by comparing this rate with the rates of comparable counsel practicing complex
9 and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
10 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)
11 (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
12 average associate billing rate" are reasonable rates when compared within 21 other firms practicing
13 in the Southern District of California.) This survey is useful to show that Class Counsel's rates are
14 in line with the comparable rates of the defense counsel that opposes these types of class claims,
15 such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing
16 counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners and
17 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases,
18 charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
19 charged by Plaintiff's Counsel for comparable work are less than these examples, and are therefore
20 undoubtedly reasonable.

21 Additional Issues

22 33. **National Change of Address** – The Settlement Administrator is required to perform
23 a National Change of Address search on any check returned by the U.S. Postal Service as non-
24 deliverable, and re-mail the check to the Aggrieved Employee's new address under the Settlement
25 Agreement.

26 34. **Information Received** – In this case, Plaintiff received all of the information needed
27 to evaluate the claims being settled. The following is a summary of the relevant documents
28 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- a. Significant sample data showing the employees, their employment dates, their time sheets, hourly rates, and their wages.
- b. Significant sample data concerning recorded meal periods.
- c. Defendant's Employee Handbook for the relevant time period, which outlined the wage and hour policies of Defendant.
- d. Employee file of Plaintiff.
- e. Samples of wage statements provided by Defendant to employees.
- f. Significant sample payroll data.
- g. Hiring and termination forms used by Defendant for employees.

35. **PAGA Penalties Valuation.** PAGA penalty calculations are highly variable. Plaintiff's Counsel is unaware of any PAGA judgment in which substantial PAGA penalties were awarded at the full statutory rate, rather, the PAGA judgments have typically decreased the amount of the per violation penalty to a fraction of the statutory amount. Here, some of the PAGA penalty amounts were likely not awardable at the maximum rate given the defenses presented by Defendant. In addition to the defenses presented by Defendant, as detailed above, there is another basis for concluding that the settlement in this case is reasonable even with PAGA penalties in this amount. Specifically, PAGA penalty claims are routinely settled at a small fraction of the potential penalties. For example, Judge Nelson in *Price v. Uber Technologies*, (Los Angeles Superior Court case no. BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5 million drivers where the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for 0.005% of the PAGA liability. Notably, this was the largest PAGA settlement in the 15-year history of PAGA. So while PAGA penalty figures may be inflated to significant numbers, realistic settlements of PAGA claims result in a settlement amount of less than 1% of the PAGA liability. Here, the settlement represents more than 8% of the maximum PAGA liability.

36. **Scope of the Release.** The release is limited to PAGA penalties actually asserted in the operative complaint and in the notice to the LWDA.

37. **Compliance with Labor Code §§2689.** On July 22, 2022, the LWDA has been provided notice of this motion and the PAGA settlement. (See Exhibit #4).

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I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct. Executed this 22nd day of July 2022, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

JCL LAW FIRM, APC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

QUAID DANIELS on behalf of himself and on
behalf of all persons similarly situated;

Plaintiff,

v.

AVMC, LLC dba TOYOTA OF
LANCASTER, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No. 21STCV07885

[Action Filed 08/06/2020]

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

Judge: Hon. Stephen Goorvitch

Dept: 39

1 This Stipulation of Settlement of PAGA Claims and Release of PAGA Claims is entered into
2 by and between Plaintiff QUAID DANIELS (hereinafter "Plaintiff"), in his representative capacity
3 on behalf of the State of California and fellow Aggrieved Employees and Defendant AVMC, LLC
4 dba TOYOTA OF LANCASTER, (hereinafter "Defendant"):

5 **I. DEFINITIONS**

- 6 A. "Action" shall mean the following *Quaid Daniels v. AVMC, LLC*, Los Angeles
7 Superior Court, Case No. 21STCV07885, filed August 6, 2021.
- 8 B. "Aggrieved Employees" shall mean all individuals who worked for Defendant as non-
9 exempt employees in California during the PAGA Period.
- 10 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
11 PAGA Action and Release of PAGA Claims.
- 12 D. "Court" means the Superior Court for the State of California, County of Los Angeles
13 presiding over the Action.
- 14 E. "Defendant" shall mean AVMC, LLC dba TOYOTA OF LANCASTER.
- 15 F. "Effective Date" means the date of entry by the Court of an order and judgment finally
16 approving this Settlement.
- 17 G. "Employee Data" means information regarding the Aggrieved Employees that
18 Defendant will in good faith compile from its records and provide to the Settlement
19 Administrator. It shall be formatted in the manner requested by the Settlement
20 Administrator and shall include sufficient information to effectuate this settlement,
21 including but not limited to: each Aggrieved Employee's full name; last known
22 address; Social Security Number; and the number of Pay Periods worked during the
23 PAGA Period.
- 24 H. "Funding Date" shall mean fifteen (15) calendar days after the Effective Date and is
25 the date Defendant transfers the Gross Settlement Amount into the QSF in accord
26 with the terms of this Agreement.
- 27 I. "Gross Settlement Amount" means Two Hundred Thirty Thousand Dollars and Zero
28 Cents (\$230,000.00) that Defendant must pay into the QSF in connection with this

Settlement, inclusive of the Aggrieved Employee Payment, LWDA Payment, Plaintiff's Counsel Award and the Settlement Administration Costs

J. "LWDA" means the California Labor and Workforce Development Agency.

K. "Net Settlement Amount" or "NSA" means the amount remaining from the Gross Settlement Amount deducting the Settlement Administration Cost and the Plaintiff's Counsel Award. The NSA shall be used to satisfy allocated satisfy the PAGA Representative's claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees ("Aggrieved Employee Payment") and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA ("LWDA Payment").

L. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved Employees by the Settlement Administrator in the form set forth as Exhibit A to this Agreement.

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

N. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA Period for each Aggrieved Employee divided by the total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

O. "PAGA Period" means the period between December 18, 2019 to April 25, 2022.

P. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

Q. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means any biweekly period in which Aggrieved Employees received wages during his/her employment with Defendant during the PAGA Period.

R. "Plaintiff" or "PAGA Representative" shall mean QUAID DANIELS.

- 1 S. "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
2 ("JCL") and Shani O. Zakay, Esq. of Zakay Law Group, APLC ("ZLG").
- 3 T. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement
4 of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for
5 the services they have rendered to Plaintiff, the State of California and the Aggrieved
6 Employees consisting of attorneys' fees not to exceed one-third of the Gross
7 Settlement Amount *plus* actually incurred litigation costs up to Twenty Thousand
8 Dollars and Zero Cents (\$20,000.00) as documented by Plaintiff Counsel's billing
9 records. Plaintiff Counsel's application for the Plaintiff's Counsel Award is subject
10 to Court approval, and a reduction in attorneys' fees, costs, awarded by the Court is
11 not a basis for Plaintiff to void, rescind, or terminate this Agreement.
- 12 U. "QSF" means the Qualified Settlement Fund established, designated and maintained
13 by the Settlement Administrator to fund the Gross Settlement Amount.
- 14 V. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
15 and Plaintiff's notice to the LWDA which occurred during the PAGA Period.
- 16 W. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 17 X. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
18 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
19 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
20 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
21 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
22 in the Action on behalf of the LWDA and the Aggrieved Employees. The Settlement
23 Administrator shall maintain the funds until distribution in an account(s) segregated
24 from the assets of Defendant and any person related to Defendant. *All accrued*
25 *interest shall be paid and distributed to the Aggrieved Employees as part of their*
26 *respective share of the Aggrieved Employee Payment.*
- 27 Y. "Settlement Administration Costs" means the amount be paid for the costs of
28 administration of the Settlement from the Gross Settlement Amount not to exceed

\$6,500.00.

II. RECITALS

- A. On December 18, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.
- B. On February 25, 2021, Plaintiff filed the Class Action lawsuit for:
1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
 2. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order ;
 3. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
 4. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;
 5. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;
 6. Failure to reimburse employees for required expenses in violation fo California Labor code section 2802;
 7. Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; and
 8. Violation of the Private Attorneys General Act [Labor Code section 2698].
- C. On May 5, 2021, Plaintiff filed the First Amended Complaint (“FAC”) alleging a single cause of action for violation of the Private Attorneys General Actin [Labor Code section 2698] (“PAGA”).
- D. On April 25, 2022, the Parties participated in mediation presided over by Jeffrey Krivs, Esq., an experienced mediator of wage and hour PAGA actions. The mediation concluded with a settlement based on a Mediator’s proposal which was memorialized in the form of a Memorandum of Understanding.
- E. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This

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

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

8 **III. TERMS OF AGREEMENT**

9 A. **Settlement Consideration and Settlement Payments by Defendant.**

10 1. **Settlement Consideration.** In full and complete settlement of the Action, and
11 in exchange for the releases set forth below, Defendant will pay the Gross
12 Settlement Amount of Two Hundred Thirty Thousand Dollars (\$230,000.00).
13 The Parties agree that this is a non-reversionary Settlement and that no portion
14 of the Gross Settlement Amount shall revert to Defendant. The Gross
15 Settlement Amount is exclusive of and separate from any individual
16 settlement by and between Defendant and Plaintiff intended to resolve
17 Plaintiff's individual claims. Except as provided for in Section III(A)(2) and
18 pursuant to any individual settlement with Plaintiff, Defendant shall not be
19 required to pay more or less than the Gross Settlement Amount.

20 2. **Number of Aggrieved Employees and Pay Periods.** At the time of mediation,
21 Defendant estimated that there were 280 Aggrieved Employees that
22 collectively worked approximately 10,774 Pay Periods ("Projected Pay
23 Periods") during the PAGA Period. In regard hereto, Defendant will provide
24 a declaration under penalty of perjury confirming the number of Aggrieved
25 Employees and Pay Periods worked by the Aggrieved prior to filing of the
26 motion for PAGA Approval. The PAGA Settlement Amount will increase
27 proportionally with added pay periods if the declaration states that the actual
28

1 number of pay periods or Aggrieved Employees during the PAGA period are
2 more than 10% of the estimate stated herein.

3 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
4 Settlement Amount to the Settlement Administrator on the Funding Date.

5 B. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
6 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
7 California release the Defendant from the PAGA Released Claims for the PAGA
8 Period.

9 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
10 the Court entering an order approving the Settlement, and (2) Defendant fully funds
11 the Gross Settlement Amount.

12 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
13 by the Court, fails to become effective, or is reversed, withdrawn, or in any way
14 prevents or prohibits Defendant from obtaining a complete resolution of the Released
15 PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

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

20 2. None of the Parties to this Settlement will be deemed to have waived any
21 claims, objections, defenses or arguments in the Action.

22 E. Tax Liability. The Parties make no representations as to the tax treatment or legal
23 effect of the payments called for in this Agreement. The Aggrieved Employees are
24 not relying on any statement or representation by the Parties in this regard. Aggrieved
25 Employees understand and agree that they will be responsible for the payment of any
26 taxes and penalties assessed on their respective share of the Aggrieved Employee
27 Payments and will be solely responsible for any penalties or other obligations resulting
28 from their personal tax reporting of the Aggrieved Employees Payments.

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

19 G. Settlement Administrator. The Settlement Administrator shall be responsible for:
20 establishing and administering the QSF; calculating, processing and mailing payments
21 to Plaintiff’s Counsel, LWDA and Aggrieved Employees; printing and mailing the
22 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
23 calculating, and distributing tax forms for the Aggrieved Employee Payments;
24 providing declaration(s) as necessary in support of approval of this Settlement; and
25 other tasks as the Parties mutually agree or the Court orders the Settlement
26 Administrator to perform. The Settlement Administrator shall keep the Parties timely
27 apprised of the performance of all Settlement Administrator responsibilities.
28

1 H. Employee Data. No later than five (5) calendar days after the Effective Date,
2 Defendant shall provide the Settlement Administrator with the Employee Data. The
3 Settlement Administrator shall maintain the Employee Data as private and
4 confidential except to carry out its duties to administer the Settlement. In no event
5 will this information ever be shared with or provided to Plaintiff or Plaintiff's Counsel
6 unless necessary to ensure Plaintiff's Counsel's ability to fulfill any obligations
7 associated with this Settlement.

8 I. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
9 the Gross Settlement Amount on or before the Funding Date.

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

19 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
20 individual Aggrieved Employee Payments shall be allocated and treated 100%
21 as penalties and interest. The individual Aggrieved Employee Payments shall
22 not be subject to wage withholdings and shall be reported on IRS Form 1099s.

23 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
24 Payments made to the Aggrieved Employees under this Settlement
25 Agreement, as well as any other payments made pursuant to this Settlement
26 Agreement, will not be utilized to calculate any additional benefits under any
27 benefit plans to which any Aggrieved Employee may be eligible, including,
28 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock

1 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
2 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
3 will not affect any rights, contributions, or amounts to which any Aggrieved
4 Employee may be entitled under any benefit plans.

5 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
6 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing
7 address no later than fifteen (15) calendar days after the Funding Date.

8 5. Expiration. Any checks issued the Aggrieved Employees shall remain valid
9 and negotiable for one hundred and eighty (180) days from the date of their
10 issuance. If an Aggrieved Employee does not cash his or her settlement check
11 within 90 days, the Settlement Administrator will send a letter to such persons,
12 advising that the check will expire after the 180th day, and invite that
13 Aggrieved Employee to request reissuance in the event the check was
14 destroyed, lost or misplaced. In the event an individual Aggrieved Employee
15 Payment check has not been cashed within one hundred and eighty (180) days,
16 all funds represented by such uncashed checks, plus any interest accrued
17 thereon, shall be transmitted to the Controller of the State of California to be
18 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
19 *et seq.*, in the names and corresponding amounts associated with each
20 Aggrieved Employee whose check(s) are cancelled.

21 6. LWDA Payment. The Settlement Administrator shall transmit the LWDA
22 Payment to the LWDA as one lump sum payment, if by check, certified mail
23 return receipt requested to Plaintiff's Counsel, within fifteen (15) calendar
24 days of the Funding Date.

25 7. Plaintiff's Counsel Award. Defendant understands a motion by Plaintiff's
26 Counsel for attorneys' fees not to exceed one-third of the Gross Settlement
27 Amount currently estimated to be Seventy-Six Thousand Six Hundred Sixty-
28 Six Dollars and Sixty-Six Cents (\$76,666.66) plus costs and expenses

1 supported by declaration not to exceed Twenty Thousand Dollars and Zero
2 Cents (\$20,000.00), from the Gross Settlement Amount will be filed. Any
3 portion of the requested Plaintiff's Counsel Award that is not awarded to
4 Plaintiff's Counsel shall be part of the Net Settlement Amount and shall be
5 distributed to the LWDA and the Aggrieved Employees as provided in this
6 Agreement. The Settlement Administrator shall distribute and pay the
7 Plaintiff's Counsel Award to Plaintiff's Counsel from the Gross Settlement
8 Amount no later than fifteen (15) calendar days after the Funding Date.
9 Plaintiff's Counsel shall be solely and legally responsible to pay all applicable
10 taxes on the payment made pursuant to this paragraph. The Settlement
11 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff's Counsel
12 for the payments made pursuant to this paragraph. If the Court reduces or
13 does not approve the requested Plaintiff's Counsel Award, Plaintiff and
14 Plaintiff's Counsel shall not have the right to revoke the Settlement, or to
15 appeal such order, and the Settlement will remain binding.

16 8. Settlement Administration Costs. The Settlement Administrator shall be paid
17 for the costs of administration of the Settlement from the Gross Settlement
18 Amount. The estimate of the Settlement Administration Costs is \$6,500.00.
19 The Settlement Administrator shall be paid the Settlement Administration
20 Costs no later than fifteen (15) calendar days after the Funding Date.

21 J. Approval Motion. Plaintiff's Counsel and Plaintiff shall use best efforts to file with
22 the Court a Motion for Settlement Approval and Entering Judgment Finally
23 Approving Settlement, within forty-five (45) days following the execution of this
24 Agreement.

25 K. Notice of Settlement to LWDA. In connection with the Motion for Settlement
26 Approval, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to
27 California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within ten (10)
28 days after the entry of the judgment or order approving this Settlement, submit the

1 order approving the Settlement to the LWDA pursuant to California Labor Code
2 section 2699(1)(3).

3 N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an
4 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
5 including the Order Granting Approval of the Settlement, and Judgment Finally
6 Approving Settlement before filing with the Court. The Parties and their counsel will
7 cooperate with each other and use their best efforts to affect the Court's approval of
8 the Motion for Approval of the Settlement, and entry of Judgment.

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

11 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
12 except such proceedings necessary to implement and complete the Settlement.

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

15 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibit.

20 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate
22 this Agreement and to take all appropriate Action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing
25 this Agreement on behalf of Defendant represents and warrants that he/she is
26 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
27 warrant that they are authorized to sign this Agreement and that he/she has not assigned
28 any claim, or part of a claim, covered by this Settlement to a third-party.

- 1 T. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or
5 any of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Plaintiff's Counsel from including publicly available information regarding this
7 settlement in future judicial submissions regarding Plaintiff Counsel's qualifications
8 and experience. Further, Plaintiff Counsel will not include, reference or use the
9 Settlement Agreement for any marketing or promotional purposes, either before or
10 after the Motion for Settlement Approval is filed.
- 11 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 W. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same
17 instrument provided that counsel for the Parties to this Agreement shall exchange
18 among themselves copies or originals of the signed counterparts.
- 19 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
20 is a fair, adequate and reasonable settlement of this Action and have arrived at this
21 Settlement after extensive, non-collusive arms-length negotiations, taking into account
22 all relevant factors, present and potential.
- 23 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
24 respect to the interpretation, implementation and enforcement of the terms of this
25 Agreement and all orders and judgments entered in connection therewith, and the
26 Parties and their counsel submit to the jurisdiction of the Court for purposes of
27 interpreting, implementing and enforcing the settlement and all orders and judgments
28 entered in connection with this Agreement.

1 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.

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

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1 BB. Individual Settlement Agreement. The Parties have separately entered into an
2 individual settlement agreement and general release of Plaintiff's derivative individual
3 claims for damages and penalties that are outside the scope of the PAGA Settlement.
4 Plaintiff shall separately receive payment from Defendant in accordance with a
5 separate individual settlement agreement, which shall be confidential, except to the
6 extent that disclosure of such individual settlement agreement is necessary in order to
7 secure the Court's approval of this Agreement.
8

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

10
11 DATED: Jul 1, 2022

Qaid
Quaid Daniels (Jul 1, 2022 13:37 PDT)
QUAID DANIELS

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13
14 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

15
16 DATED: July 5, 2022

Mark Feldman
AVMC, LLC
MARK Feldman
Printed Name
CFO
Title

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18
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22 IT IS SO AGREED AS TO FORM BY COUNSEL:

23
24 DATED: July 1, 2022

JCL LAW FIRM, A.P.C.

25 By: [Signature]

26 Attorneys for the Plaintiff and the Aggrieved
27 Employees
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2 DATED: July 1, 2022

ZAKAY LAW GROUP, A.P.L.C.

3 By: 

4 Attorneys for the Plaintiff and the Aggrieved
5 Employees

6
7 DATED: July 5, 2022

MUSICK, PEELER & GARRETT, LLP

8 By: Philip Ewen

9 Attorneys for Defendant
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EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, Brittney Jones ("Plaintiff") against ASD6, LLC ("Company"), for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiff claimed that she and other employees were not provided legally compliant meal and rest periods, not properly paid minimum, regular and overtime wages, not provided with accurate wage statements, not timely paid final wages, not fully paid for expenses, and failure to pay reporting time pay.

The Company denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, the Company and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all individuals who worked for Defendant as non-exempt employees in California between January 15, 2020 and December 31, 2021. ("PAGA Employees").

According to Company records, you are a PAGA Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in the case entitled *Brittney Jones v. ASD6, LLC, Superior Court State of California, County of San Diego, Case No. 37-2021-00016864-CU-OE-CTL*.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in January 2023. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2

Activities Export

07/22/2022

7:32 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/19/2020		Review file and multiple conversations with client and co-counsel. Work on the Complaint and PAGA Letter.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	6.00h	\$550.00	-	\$3,300.00
03/03/2021		Review filed complaint and related documents and upload to CLIO. Update case sheet and emails with staff regarding service.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.30h	\$550.00	-	\$165.00
04/01/2021		Review notice of appearance and upload to CLIO.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.10h	\$550.00	-	\$55.00
04/27/2021		Draft FAC  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.50h	\$550.00	-	\$825.00
04/28/2021		Review and revise the declaration in support of dismissal.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.30h	\$550.00	-	\$165.00
04/28/2021		Review and revise the request for dismissal and declaration in support of the same.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.20h	\$550.00	-	\$110.00
04/30/2021		Work on the joint ISC statement and email to OPC regarding the same to schedule a call.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00h	\$550.00	-	\$550.00
05/04/2021		Emails with OPC regarding the	33601-Daniels	Shani	0.30h	\$550.00	-	\$165.00
					60.40h		\$0.00 0.00h	\$28,662.50 60.40h

Activities Export

07/22/2022

7:32 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		joint status report. ● Unbilled	Quaid Daniels v. AVMC, LLC	Zakay				
05/04/2021	🕒	More emails regarding the joint report. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.20h	\$550.00	-	\$110.00
05/04/2021	🕒	Work on the ISC report and discussion with staff regarding the same. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.30h	\$550.00	-	\$165.00
05/04/2021	🕒	Review signed electronic service order and upload to CLIO. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.10h	\$550.00	-	\$55.00
05/05/2021	🕒	Review revised joint report and emails with staff accordingly. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.30h	\$550.00	-	\$165.00
05/05/2021	🕒	Review revised status report and email to OPC ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.20h	\$550.00	-	\$110.00
05/06/2021	🕒	Emails with OPC regarding motion to stay. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.30h	\$550.00	-	\$165.00
05/14/2021	🕒	Submitting Documents on Caseanywhere ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.20h	\$150.00	-	\$30.00
05/19/2021	🕒	Review and approve discovery to defendant.	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.30h	\$550.00	-	\$715.00
					60.40h		\$0.00	\$28,662.50
							0.00h	60.40h

Activities Export

07/22/2022

7:32 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
05/19/2021	🕒	SI Draft, circulating to attorney, filing on case anywhere. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00h	\$150.00	-	\$150.00
06/10/2021	🕒	Review and revise the CMS ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.40h	\$550.00	-	\$220.00
06/10/2021	🕒	Review Defendant's Answer. Upload to CLIO. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00h	\$550.00	-	\$550.00
06/22/2021	🕒	Review discovery response from Defendant and emails with staff accordingly. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00h	\$550.00	-	\$550.00
06/29/2021	🕒	Review Def's responses to discovery. Review and revise meet and confer letter re same. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Jackland Hom	1.50h	\$350.00	-	\$525.00
06/29/2021	🕒	Meeting with Attorney Zakay and co-counsel on status of case in preparation for 6/30 CMC ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Jackland Hom	0.30h	\$350.00	-	\$105.00
06/30/2021	🕒	Prepare for and attend CMC ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Jackland Hom	1.00h	\$350.00	-	\$350.00
06/30/2021	🕒	Emails with OPC re selection of mediator	33601-Daniels Quaid Daniels v. AVMC, LLC	Jackland Hom	0.20h	\$350.00	-	\$70.00
					60.40h		\$0.00	\$28,662.50
							0.00h	60.40h

Activities Export

07/22/2022

7:32 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	LLC					
06/30/2021	🕒	Finalize meet and confer letter re discovery ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Jackland Hom	0.30h	\$350.00	-	\$105.00
07/11/2021	🕒	Review minute order and upload to CLIO. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.20h	\$550.00	-	\$110.00
07/20/2021	🕒	Review letter from OPC regarding mediation and mediators and draft reply. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.40h	\$550.00	-	\$220.00
08/09/2021	🕒	Emails regarding mediation. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.40h	\$550.00	-	\$220.00
08/25/2021	🕒	Emails with OPC re extension of PLA's MTC deadline and mediation ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Jackland Hom	0.20h	\$350.00	-	\$70.00
10/04/2021	🕒	Review and approve stipulation to stay. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.40h	\$550.00	-	\$220.00
10/08/2021	🕒	Drafting, finalizing, and filing Change of Address ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.50h	\$165.00	-	\$82.50
11/12/2021	🕒	Emails regarding sampling for mediation ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.40h	\$550.00	-	\$220.00
					60.40h		\$0.00	\$28,662.50
							0.00h	60.40h

Activities Export

07/22/2022

7:32 AM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/15/2021		Emails regarding stipulation to stay pending mediation.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.20h	\$550.00	-	\$110.00
12/16/2021		Review and approve revised stipulation.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.20h	\$550.00	-	\$110.00
12/29/2021		Review invoice and process payment for mediation.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.20h	\$550.00	-	\$110.00
03/28/2022		Emails regarding mediation data.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.40h	\$550.00	-	\$220.00
04/06/2022		Emails with expert to set up a call.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.10h	\$550.00	-	\$55.00
04/08/2022		Initial review of data. Call with expert to discuss various claims and further review.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	2.00h	\$550.00	-	\$1,100.00
04/12/2022		Review and revise the mediation brief.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	3.50h	\$550.00	-	\$1,925.00
04/13/2022		Discussion with counsel regarding mediation brief.  Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.50h	\$550.00	-	\$275.00
04/18/2022		Emails regarding expert report and mediation brief.	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	0.50h	\$550.00	-	\$275.00
					60.40h		\$0.00 0.00h	\$28,662.50 60.40h

Activities Export

07/22/2022

7:32 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	LLC					
04/19/2022	🕒	Work on the mediation brief. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	2.00h	\$550.00	-	\$1,100.00
04/25/2022	🕒	Prepare for and attend mediation. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	9.00h	\$550.00	-	\$4,950.00
05/10/2022	🕒	Drafting and filing Order. ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Natalia Michele	1.00h	\$165.00	-	\$165.00
07/11/2022	🕒	Draft Motion for Settlement Approval ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Julieann Alvarado	8.00h	\$350.00	-	\$2,800.00
07/17/2022	🕒	Work on the MPA ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	5.00h	\$550.00	-	\$2,750.00
07/18/2022	🕒	Additional work on MPA ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Julieann Alvarado	2.00h	\$350.00	-	\$700.00
07/21/2022	🕒	Additional work on MPA ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Julieann Alvarado	4.00h	\$350.00	-	\$1,400.00
					60.40h		\$0.00 0.00h	\$28,662.50 60.40h

Activities Export

07/22/2022

7:32 AM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/19/2020	\$	Photocopies - PAGA Letter ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$10.00	-	\$10.00
12/19/2020	\$	Postage - PAGA Letter ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$7.35	-	\$7.35
05/05/2021	\$	Court Call Fee ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$15.00	-	\$15.00
05/06/2021	\$	Fax Fee to Stanley Mosk Courthouse ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$12.75	-	\$12.75
05/12/2021	\$	Knox Invoice ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$114.35	-	\$114.35
06/11/2021	\$	OneLegal - CMC ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$16.68	-	\$16.68
06/30/2021	\$	LA Court Connect Fee ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$15.00	-	\$15.00
08/12/2021	\$	CaseAnywhere System Access Fee ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$170.40	-	\$170.40
10/08/2021	\$	OneLegal Fee - COA ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$16.68	-	\$16.68
							\$0.00 0.00h	\$6,467.99 0.00h

Activities Export

07/22/2022

7:32 AM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/29/2021	\$	Case Anywhere Invoice ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$126.00	-	\$126.00
12/29/2021	\$	Mediation Fees ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$4,500.00	-	\$4,500.00
02/07/2022	\$	Case Anywhere Invoice Fee ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Natalia Michele	1.00	\$126.00	-	\$126.00
05/02/2022	\$	Expert Cost ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Shani Zakay	1.00	\$1,300.00	-	\$1,300.00
05/10/2022	\$	OneLegal - Order ● Unbilled	33601-Daniels Quaid Daniels v. AVMC, LLC	Natalia Michele	1.00	\$37.78	-	\$37.78
							\$0.00 0.00h	\$6,467.99 0.00h

EXHIBIT 3

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

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

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

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

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

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

SAN DIEGO STATE UNIVERSITY, San Diego, CA

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

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

- **COMMUNITY SERVICE**

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

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

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

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

- **PROFESSIONAL EXPERIENCE**

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

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

- **EDUCATION**

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

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

Academic Achievement Awards: Advanced Prosecution Function.

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

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

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

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

2. Henry v. InMotion Entertainment Group, LLC

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

3. Moore v. Zirx Transportation

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

4. Pasallo v. GSG Protective Services

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

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

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

6. Flores v. Plastic Express

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

7. Tressler v. Spoonful Management

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

8. Leymaster v. Toms Sierra Company, Inc.

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

9. Murphy v. Rockler Retailer Group, Inc.

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

10. Bruemmer v. Tempur Retail Stores, LLC.

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

11. Christina Cummings v. G6 Hospitality, LLC

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

12. Nicolai Laguatan v. Prevent LSS

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

13. Lisa Ramirez v. Carefusion Resources, LLC

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

14. Charles Ornelas v. C&A Transportation Services

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

15. Luz Marin v. California Marine Cleaning

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

16. Christian Van Cleave v. Sunrise Senior Living Management

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

17. Heather McIntyre v. JRR Enterprises

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

18. Lori Phipps v. Soapy Joe's

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

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

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

21. Tiffany Rodriguez v. Circle K

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

22. Derik Scott et al. v. Ultimate Performance

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

23. Raymond Frazier v. Asa Carlton

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

24. John Moreno v. Da Kitchen

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

25. Penny Lane v. International Aero Clubs, LLC

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

26. Amber Price v. DMSD Restaurants

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

27. Jamaal Johnson v. Volt Management Corp

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

28. Ezzat Menias v. All American Private Security

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

29. Mark Connor v. Ascendant Marketing

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

30. Niki Nunez v. Home Depot

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

31. Alma Salazar v. Frontier Toyota

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

32. Josefina Garces v. Kar Auction Services

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

33. Madison Weiss v. Niznik Behavior

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

34. Jimmy Mack v. ERM Enterprises

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

35. Josefina Garces v. DriverDo

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

36. Perseus Porras v. Tantalum Restaurant

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

37. Dorcena Deutsch v. Scripps

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

38. Josalyn O'Quinn v. Laugh Factory

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

39. Nicholas Leon v. Miller Event Management

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

40. Aaris Watts v. TRL Systems

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

41. Faith Smith v. Island Pizza

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

42. Johnathan Roa v. Otay Mesa Sales

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

43. Sabrina Iyon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

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

46. Elena Kiseleva v. TotalMed Staffing, Inc

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

47. Richard Jer Vang v. Bridge Property Management

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

48. Madison Marrero v. Stat Med

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

49. Brian Reyes v. Stowasser Buick-GMC

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

50. Erik Foss v. Anderson Hospitality, Inc.

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

51. Griselda Duran v. EmployBridge

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

52. Luis Rendon v. Healthcare Investments, Inc.

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

53. Richard Melead v. TVI, Inc.

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

54. David Spencer v. Asset Gas, Inc.

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

55. Thomas Haven v. California Vocations, Inc.

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

56. Estefania Renteria v. Love's Country

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

57. Rachel Latin v. OneMain General Services Corp.

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

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

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

59. Jie Xu v. HT Multinational

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

60. Yvette Molina v. Hawaiian Airlines

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

61. Reinald Pillsbury v. T & T Restaurants CA

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

62. Luis de Jesus v. Guardian Angel Home Care

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

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

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

64. Gabriel Mendez v. Bondz, Inc.

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

65. James Conley v. Siskiyou Forest Products

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

66. Alex Castellanos v. Southwest Patrol

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

67. Damien Hampton v. Pegasus Investors

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

68. Tamara Perkins v. FSEI

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

69. Rodney Stovall v. Javelin Logistics Company

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

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

71. Elias Kaser v. Aviation Consultants, Inc.

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

72. Christopher Chacon v. Panda Motors, Inc.

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

73. Willie Lang v. Pathways

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

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

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

75. Daniel Jacobs v. Rush Media Company

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

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

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

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

78. Hector Avitia v. LAZ Parking

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

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

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

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

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

83. Michael Ashlock v. Advantis Medical Staffing

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

84. Moe Popal v. Ameriprise Auto & Home Insurance

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

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

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

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

87. Nicolas Neutall v. Urban Alchemy

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

EXHIBIT 4