

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

Julieann Alvarado (State Bar #334727)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619)255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

julieann@zakaylaw.com

Attorneys for Plaintiff BRITTNEY JONES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

BRITTNEY JONES, an individual, in her
representative capacity on behalf of the State of
California and fellow Aggrieved Employees,

Plaintiffs,

vs.

ASD6 LLC, a California Limited Liability
Company; and Does 1 through 50, Inclusive,

Defendants.

Case No: 37-2021-00016864-CU-OE-CTL

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

Date: April 15, 2022

Time: 1:30 p.m.

Dept.: C-72

Judge: Hon. Timothy Taylor

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 Brittney Jones (“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 ASD6, LLC (“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 January 15, 2021, Plaintiff Brittney Jones on behalf of herself and on behalf of
13 other “Aggrieved Employees” submitted a notice and draft complaint to the LWDA memorializing
14 claims against Defendant for alleged violations of the California Labor Code, including claims for
15 failure to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code
16 sections 226.7, and 512; failure to provide compliant rest periods or compensation in lieu thereof in
17 violation of Labor Code sections 226.7, and 512; failure to allow employees to take duty-free, off-
18 the-premises rest periods; failure to pay all minimum, regular, and overtime wages; failure to
19 maintain true and accurate records in violation of Labor Code sections 1174 and 1174.5; failure to
20 pay all reporting time wages; failure to provide accurate itemized wage statements in violation of
21 Labor Code sections 226, 226.2, 1174, and 1175; failure to reimburse employees for required
22 business expenses in violation of Labor Code section 2802; failure to timely pay wages due during,
23 and upon termination of employment; claims for violations of Labor Code sections 201, 202, 203,
24 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, and
25 2802; and claims for civil penalties and other relief pursuant to Labor Code section 2699, and the
26 sections preceding and following section 2699. (LWDA Case No. 818935-21). On April 15, 2021,
27 Plaintiff filed a complaint against Defendant in the Superior Court of San Diego County, Case No.
28

1 37-2021-00016864-CU-OE-CTL, alleging a single cause of action for violations of PAGA based
2 on the above Labor Code violations.

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

12 6. Thereafter, on November 18, 2021, the Parties engaged in a full-day mediation with
13 Mr. Knight. At the conclusion of the full-day mediation, the Parties reached an agreement for
14 settlement based on Mr. Knight's proposal, which led to the signing of a Stipulation of Settlement
15 of PAGA Action and Release of PAGA Claims memorializing the settlement. The settlement was
16 negotiated in light of all known facts and circumstances and the uncertainty associated with
17 litigation – including the risk of Plaintiff not being able to maintain representative claims and
18 establishing manageability, the difficulty of proving Plaintiff's claims in a manageable trial, the
19 merits of Defendant's potential defenses, and the significant delay and potential appellate issues
20 inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance
21 of Mr. Kelly.

22 7. The PAGA settlement is subject to Court approval consistent with Labor Code §
23 2699(1)(2) (Settlement Agreement at III(K)). The Settlement Agreement negotiated by the Parties
24 provides for a "Total Settlement Amount" payment in the amount of \$135,000 to resolve the PAGA
25 Claims (hereinafter referred to as the "PAGA Settlement"). From this PAGA Settlement of
26 \$135,000, there is a deduction of attorneys' fees in the amount of \$45,000 (which is one-third of
27 the PAGA Settlement), reimbursement of incurred costs in an amount not to exceed \$10,000, and
28 Settlement Administration Costs, which will not exceed \$6,000. (Settlement Agreement at III(J)(7)-

(8))).² After these deductions, the amount remaining is the “PAGA Payment”, which is estimated to be \$74,000.

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

9. The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement Agreement at III(J)(1)). The PAGA Period is the time period from January 15, 2020, through October 31, 2021. (Settlement Agreement at I(N)).

10. Defendant provided a declaration regarding how there were 288 Aggrieved Employees who worked 4,909 pay periods during the PAGA Period. (Settlement Agreement at III(A)(2)).

11. Upon entry of Judgment and funding in full of the Settlement by Defendant, the Released Parties shall be entitled to a release from the State of California and Plaintiff as to the following claims:

“Released PAGA Claims” shall mean all PAGA claims which were asserted in Plaintiff’s Complaint and Plaintiff’s PAGA notice to the LWDA, which include claims for PAGA penalties predicated upon the following: failure to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code sections 226.7, and 512; failure to provide compliant rest periods or compensation in lieu thereof in violation of Labor Code sections 226.7, and 512; failure to allow employees to take duty-free, off-the-premises rest periods; failure to pay all minimum, regular, and overtime wages; failure to maintain true and accurate records in violation of Labor Code sections 1174 and 1174.5; failure to pay all reporting time wages; failure to provide accurate itemized wage statements in violation of Labor Code sections 226, 226.2, 1174, and 1175; failure to reimburse employees for required business expenses in violation of Labor Code section 2802; failure to timely

² In the event the Court approves less than One-Third of the PAGA Settlement Amount in Attorneys’ Fees or less than \$10,000 in Attorneys’ Expenses to Plaintiff’s Counsel, the unawarded difference will be added to the PAGA Payment and not to Plaintiff’s Counsel or Defendant (Settlement Agreement at III(J)(7)).

³ “Aggrieved Employees” means all individuals who worked for Defendant ASD6, LLC as non-exempt employees in California during the PAGA Period. (Settlement Agreement at (I)(B)). The PAGA Period is January 15, 2020, through October 31, 2021.

1 pay wages due during, and upon termination of employment; claims for violations
2 of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512,
3 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, and 2802; and claims for civil
penalties and other relief pursuant to Labor Code section 2699, and the sections
preceding and following section 2699.

4 (Settlement Agreement at I(U)).

5 12. The Total Settlement Amount shall be due by Defendant to the Settlement
6 Administrator via wire transfer or check on or before the Funding Date. (Settlement Agreement at
7 III(A)(3)). Defendant will provide the necessary information about the Aggrieved Employees to
8 the Settlement Administrator (ILYM Group) within ten (10) calendar days of the approval of the
9 Effective Date. (Settlement Agreement at III(I)). The Settlement Administrator will mail the
10 Individual Aggrieved Employee Payments by regular First-Class U.S. Mail to the Aggrieved
11 Employees' last known mailing address no later than fifteen (15) calendar days after the Funding
12 Date. (Settlement Agreement at III(J)(4)). Checks will remain valid and negotiable for one hundred
13 eighty (180) days. (Settlement Agreement at III(J)(5)). If an Aggrieved Employee does not cash his
14 or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to
15 such persons, advising that the check will expire after the 180th day, and invite that Aggrieved
16 Employee to request reissuance in the event the check was destroyed, lost, or misplaced. (*Id.*) In the
17 event Aggrieved Employee Payment checks have not been cashed within one hundred and eighty
18 (180) days, the Settlement Administrator shall cause the aggregate sum represented by those
19 uncashed checks to be sent to the California State Bar's Justice Gap Fund. (*Id.*) The Individual
20 PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099. (Settlement
21 Agreement III(J)(2)).

22 13. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of
23 the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant
24 motion for settlement approval as set forth in the accompanying proof of service in compliance with
25 Labor Code section 2699(1). In addition, Plaintiff will submit to the LWDA a copy of the Court's
26 judgment and order approving the Settlement Agreement within ten (10) days after entry of
27 judgment or order.
28

1 14. The claim before this Court is a representative claim under the PAGA on behalf of
2 the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle
3 the PAGA claims in their entirety after significant informal discovery, and an arm's length
4 mediation. The settlement is intended to fully and finally resolve the PAGA Released Claims
5 asserted by Plaintiff on behalf of the State of California. This is only a settlement of the PAGA
6 claims for civil penalties and is not a class settlement and does not release the individual claims, if
7 any, of the Aggrieved Employees. This settlement does not release any claim that is not a PAGA
8 claim.⁴ Attorneys' fees equal to one-third of the PAGA Settlement amount (\$45,000) and litigation
9 expenses in an amount not to exceed \$10,000 will also be paid to Plaintiff's Counsel as part of the
10 settlement in accordance with California Labor Code § 2699(g)(1) as set forth in the Settlement
11 Agreement. Lastly, payment to the Settlement Administrator in an amount not to exceed \$6,000 to
12 perform the administrative duties to distribute the settlement money shall also be paid.

13 15. Plaintiff and her counsel believe that the PAGA Settlement amount is fair and
14 reasonable and therefore "shall" be reviewed and approved. The Labor and Workforce
15 Development Agency has released data on PAGA settlement amounts. After removing the outliers
16 at the low and high end, the average, total settlement amount of PAGA claims is approximately
17 \$10,000. Here, the PAGA Settlement Amount of \$135,000 is significantly larger.

18 16. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
19 than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would
20 result in an award that is "unjust, arbitrary and oppressive or confiscatory." Before and during the
21 mediation, Defendant argued, among other things, that it was unlikely that any Judge would award
22 more than the actual amounts owed on the claims, let alone the full \$100 or \$200 per violation. In
23 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a
24 judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at
25 trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff's
26 calculation, even had Plaintiff prevailed on the PAGA claim. Here, multiplying the number of

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

violations identified, assumed, and extrapolated by Plaintiff (17,268 violations) by \$5 results in a total potential liability of **\$86,340**. Further, multiplying the number of pay periods (4,909) by \$5 results in a total potential liability of **\$24,545**. Therefore, even assuming Plaintiff would have prevailed on all of her claims at trial, the result obtained by Plaintiff in the Settlement exceeds the amount Plaintiff would have recovered had the Court relied on *Carrington* in awarding the PAGA penalties.

17. Plaintiffs' 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
1194, 1197, and, 1197.1, (unpaid wages)	288 Aggrieved Employees	\$100	4,909	100% of total pay periods	\$490,900
226.2, 226.7 and 512 (rest break violations)	288 Aggrieved Employees	\$100	4,027	21.7% of total pay periods	\$89,000
226.7 (unpaid meal break violations)	288 Aggrieved Employees	\$100	890	21.7% of total pay periods	\$89,000
510 (unpaid overtime)	54 Aggrieved Employees	\$100	79	1.9% of total pay periods	\$7,900
2802 (expense reimbursement violations)	288 Aggrieved Employees	\$100	2,454	50% of total pay periods	\$245,400
226 (wage statement violations)	288 Aggrieved Employees	\$100	4,909	100% of total pay periods	\$490,900

Thus, at the time of mediation, Plaintiff's Counsel estimated Defendant's maximum liability exposure at \$1,413,100.00. Consequently, the Total Settlement Amount of \$135,000 is 9.5% of Defendant's maximum liability exposure – before any reduction.

18. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a

1 violation of the Labor Code by the defendant.”). Here, Plaintiff would need to prove that each
2 Aggrieved Employee suffered a violation for each period the employee worked in relation to meal
3 or rest period violations, failure to pay minimum or overtime wages, failure to provide accurate
4 itemized wage statements, failure to pay wages when due, and/or failure to maintain required
5 records.

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

27 20. Accordingly, Defendant disputes and denies Plaintiff’s allegations and claims
28 asserted in the operative complaint which are resolved by the Settlement Agreement. Defendant

1 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of
2 the penalties. Defendant could argue that no penalties prior to the PAGA notification should be
3 awarded because the violations were not intentional, and at least one court has so ruled. These
4 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties
5 sought may not be awarded.

6 21. Given Defendant's potential defenses to the violations at issue and the risks and costs
7 of continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and
8 reasonable. Plaintiff's Counsel have significant experience litigating wage and hour claims
9 including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than
10 similar settlements that courts have approved. The PAGA Settlement, along with the other terms
11 of the proposed settlement, were negotiated by experienced counsel at arm's length with the
12 assistance of an experienced and reputable mediator, Kelly Knight.

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

19 23. Based on our investigation, analysis and discounts for risk factors, Plaintiff
20 adequately represented the interests of both the State and the public in resolving this action and
21 reaching the proposed PAGA settlement.

22 24. Notably, in the pending *Viking River Cruises, Inc. v. Moriana* case, the Supreme
23 Court will examine whether the Federal Arbitration Act requires enforcement of a bilateral
24 arbitration agreement providing that an employee cannot raise representative claims, including
25 under PAGA. Given the Supreme Court's pending decision, there is a strong possibility that this
26 action could be dismissed altogether if the Supreme Court finds that Plaintiff could waive her right
27 to bring a PAGA action. The proposed PAGA settlement allows Plaintiff to resolve the claims on
28 her behalf, on behalf of the Aggrieved Employees, and on behalf of the State of California before

1 *Viking River Cruises* is decided and potentially rids them of the opportunity to receive a settlement
2 at all.

3 25. Finally, Plaintiff's diligent and efficient litigation of this action resulted in the
4 creation of an ascertainable common fund of \$135,000 that will substantially benefit the State of
5 California and the Aggrieved Employees. PAGA Counsel's efforts also resulted in significant non-
6 monetary relief for the State of California and the Aggrieved Employees by catalyzing Defendant
7 to change its meal break policy and practices to pay premiums for meal break violations
8 retroactively and on a forward-going basis. Thus, PAGA Counsel obtained greater Labor Code
9 compliance and a change to Defendant's policies that accomplishes the primary objective of PAGA
10 as set for by the Labor Commissioner in *Price v. Uber Techs.*, Los Angeles Superior Court Case
11 No. BC544512.

12 26. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Agreement
13 is supported by several factors. First, the requested fees are justified by the result achieved.
14 Plaintiff's Counsel negotiated a recovery of \$135,000, and this result justifies the requested fees
15 equal to one third of this recovery. This percentage is within the standard contingent recovery
16 percentage of one-third, and this percentage is what was expressly approved by the Supreme Court
17 in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504 (2016). At the time this case was brought,
18 the result was far from certain. Defendant's defenses to the merits of the case created difficulties
19 with proof and complex legal issues for Counsel to overcome. Here, a number of defenses asserted
20 by Defendant present serious threats to the claims of the Plaintiff and the Aggrieved Employees.
21 Defendant asserted that their employment practices complied with all applicable Labor laws. If
22 successful, Defendant's defenses would eliminate *any recovery* to the Aggrieved Employees. While
23 Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have
24 merit which therefore presents a serious risk to recovery. The Settlement was possible because
25 Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would
26 prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to
27 monetary relief.
28

1 27. Second, the fee award is justified by the work performed. The fee award represents
2 Plaintiff's Counsels' current combined lodestar of \$50,102.50 with a negative multiplier of 0.9 with
3 additional work to be performed such that the multiplier will ultimately be even lower. Generally,
4 the Ninth Circuit and California Courts award multipliers between 2 to 4 times the lodestar to reward
5 counsel for accepting the contingent risks of the litigation or obtaining good results. *See, e.g.,*
6 *Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award with multiplier between 2.03 and 2.13);
7 *Pellegrino v. Robert Half Int'l, Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of
8 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91
9 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort*
10 *v. Balboa Capital Corp.*, 8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund,
11 which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D.
12 Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker*
13 *Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving
14 fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk
15 multipliers). Third, consideration of the enhancement factors justifies the enhancement of the
16 lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in
17 payment, the quality of work, and the novelty and difficulty of the issues involved. *See Ketchum*
18 *v. Moses*, 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier in cases that meet these
19 criteria is an abuse of discretion. *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016).

20 28. Between March 4, 2021 and March 30, 2022 my firm spent 46.1 hours on the case,
21 incurring a total of \$24,777.50 in fees and \$4,123.14 in costs. My firm's billing records and cost
22 summary are attached hereto as Exhibit #2. Accordingly, based on Plaintiff's Counsel's lodestar
23 (including Mr. Lapuyade's lodestar), Plaintiff's Counsel's requested fee award reflects a request for
24 a reasonable hourly rate of \$488.07. Specifically, dividing \$45,000 by the number of hours spent
25 by Plaintiff's Counsel on the case (92.2), results in an average hourly rate of \$488.07, which is
26 reasonable and should be awarded.

1 29. As to litigation expenses, Plaintiff's Counsel will be recovering litigation expenses
2 in the total amount of \$10,000 which is equal to the \$10,000 allocation for costs in the Settlement
3 Agreement, and less than the \$10,005.68 incurred by Plaintiff's Counsel.

4 Experience and Qualifications

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

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

21 32. My hourly rate for this case is \$550 per hour. My rate is in line with the prevailing
22 rates of attorneys in the local legal community for similar work and, if this were a commercial
23 matter, these are the charges that would be made and presented to the client. The rates charged by
24 my firm are in line with the prevailing rates of attorneys in the local legal community for similar
25 work and, if this were a commercial matter, these are the charges that would be made and presented
26 to the client. These hourly rates have been approved by Court's throughout California, including
27 the Courts in the Superior Court of California. Finally, the reasonableness of my hourly rates is
28 further confirmed by comparing this rate with the rates of comparable counsel practicing complex

1 and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
2 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)
3 (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
4 average associate billing rate” are reasonable rates when compared within 21 other firms practicing
5 in the Southern District of California.) This survey is useful to show that Class Counsel’s rates are
6 in line with the comparable rates of the defense counsel that opposes these types of class claims,
7 such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing
8 counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners and
9 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases,
10 charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
11 charged by Plaintiff’s Counsel for comparable work are less than these examples, and are therefore
12 undoubtedly reasonable.

13 Additional Issues

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

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

- 21 a. Significant sample data showing the employees, their employment dates, their
22 time sheets, hourly rates, and their wages.
- 23 b. Significant sample data concerning recorded meal periods.
- 24 c. Defendant’s Employee Handbook for the relevant time period, which outlined
25 the wage and hour policies of Defendant.
- 26 d. Employee file of Plaintiff.
- 27 e. Samples of wage statements provided by Defendant to employees.
- 28 f. Significant sample payroll data.

1 g. Hiring and termination forms used by Defendant for employees.

2 35. **PAGA Penalties Valuation.** PAGA penalty calculations are highly variable.
3 Plaintiff's Counsel is unaware of any PAGA judgment in which substantial PAGA penalties were
4 awarded at the full statutory rate, rather, the PAGA judgments have typically decreased the amount
5 of the per violation penalty to a fraction of the statutory amount. Here, some of the PAGA penalty
6 amounts were likely not awardable at the maximum rate given the defenses presented by Defendant.
7 In addition to the defenses presented by Defendant, as detailed above, there is another basis for
8 concluding that the settlement in this case is reasonable even with PAGA penalties in this amount.
9 Specifically, PAGA penalty claims are routinely settled at a small fraction of the potential penalties.
10 For example, Judge Nelson in *Price v. Uber Technologies*, (Los Angeles Superior Court case no.
11 BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5 million drivers where
12 the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for 0.005%
13 of the PAGA liability. Notably, this was the largest PAGA settlement in the 15-year history of
14 PAGA. So while PAGA penalty figures may be inflated to significant numbers, realistic settlements
15 of PAGA claims result in a settlement amount of less than 1% of the PAGA liability. Here, the
16 settlement represents more than 9.5% of the maximum PAGA liability.

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

19 37. **Compliance with Labor Code §§2689.** On April 8, 2022, the LWDA has been
20 provided notice of this motion and the PAGA settlement. (See Exhibit 4).
21

22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct. Executed this 8th day of April 2022, at San Diego, California.
24

25 By: 
26 Shani O. Zakay
27
28

EXHIBIT 1

JCL LAW FIRM, APC

JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)

EDUARDO GARCIA, ESQ. (SBN 290572)

5440 MOREHOUSE DRIVE, SUITE 3600

SAN DIEGO, CA 92121

TEL: 619-599-8292

FAX: 619-599-8291

JLAPUYADE@JCL-LAWFIRM.COM

EGARCIA@JCL-LAWFIRM.COM

ZAKAY LAW GROUP, APLC

SHANI O. ZAKAY (SBN 277924)

JACKLAND K. HOM (SBN 327243)

5440 MOREHOUSE DRIVE, SUITE 3600

SAN DIEGO, CA 92121

Telephone: (619)255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

BRITTNEY JONES, in her representative
capacity on behalf of the State of California
and fellow Aggrieved Employees,

PLAINTIFFS,

vs.

ASD6 LLC; a California Limited Liability
Company, and DOES 1 through 50,
Inclusive;

DEFENDANTS.

Case No. 37-2021-00016864-CU-OE-CTL

[Action Filed 04/15/2021]

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

Judge: Hon. Timothy Taylor
Dept.: C-72

1 This Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into
2 by and between Plaintiff Brittney Jones (hereinafter “Plaintiff”), in her representative capacity on
3 behalf of the State of California and fellow Aggrieved Employees, and Defendant ASD6 LLC
4 (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the case of *Brittney Jones v. ASD6 LLC*, filed on April 15, 2021,
7 in San Diego Superior Court, Case No. 37-2021-00016864-CU-OE-CTL.
8
- 9 B. “Aggrieved Employees” shall mean all individuals who worked for Defendant as non-
10 exempt employees in California during the PAGA Period.
11
- 12 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
13 PAGA Action and Release of PAGA Claims.
14
- 15 D. “Employee Data” means information regarding the Aggrieved Employees that
16 Defendant will in good faith compile from its records and provide to the Settlement
17 Administrator. It shall be formatted in the manner requested by the Settlement
18 Administrator and shall include sufficient information to effectuate this settlement,
19 including but not limited to: each Aggrieved Employee’s full name; last known
20 address; Social Security Number; and the number of Pay Periods worked during the
21 PAGA Period.
22
- 23 E. “Court” means the Superior Court for the State of California, County of San Diego
24 presiding over the Action.
25
- 26 F. “Defendant” shall mean ASD6 LLC.
27
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1 G. "Effective Date" means the earliest date, following entry by the Court of an order and
2 judgment finally approving this Settlement, upon which one of the following have
3 occurred: (i) if no objection is filed to the settlement and no objector appears at the
4 hearing on final approval, ten (10) calendar days after the Court's entry of the order
5 granting approval of this Settlement, (ii) if an objection is filed to the settlement
6 and/or an objector appears at the approval hearing, then the earlier of the following:
7 (a) the expiration of all potential appeal periods without a filing of a notice of appeal
8 of the final approval order or judgment; (b) final affirmance of the approval order and
9 judgment by an appellate court as a result of any appeal(s); or (c) final dismissal or
10 denial of all such appeals (including but not limited to any petition for review,
11 rehearing, or certiorari) such that the final approval order and judgment is no longer
12 subject to further judicial review.
13
14

15 H. "LWDA" means the California Labor and Workforce Development Agency.
16

17 I. "Funding Date" shall mean fifteen (15) calendar days after the Effective Date and is
18 the date Defendant transmits the Total Settlement Amount to the Settlement
19 Administrator in accordance with the terms of this Agreement.
20

21 J. "Net Settlement Amount" or "NSA" means the amount remaining from the Total
22 Settlement Amount after deducting the Settlement Administration Cost and the
23 Plaintiff's Counsel Award. The NSA shall be used to satisfy Plaintiff's claims for
24 civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees
25 and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the
26 Aggrieved Employees ("Aggrieved Employee Payment") and distributed based on
27 the pro rata number of Pay Periods worked by each Aggrieved Employee during the
28

1 PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA
2 ("LWDA Payment").

3
4 K. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
5 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
6 Agreement.

7
8 L. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
9 Labor Code § 2698, *et seq.*

10
11 M. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
12 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
13 Aggrieved Employees during the PAGA Period.

14
15 N. "PAGA Period" means the period between January 15, 2020, and October 31, 2021.

16 O. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
17 Plaintiff or Defendant, individually.

18
19 P. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
20 Payment, as defined herein, means any bimonthly pay period in which Aggrieved
21 Employees received wages during their employment with Defendant during the
22 PAGA Period.

23
24 Q. "Plaintiff" or "PAGA Representative" shall mean Brittney Jones.

25
26 R. "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
27 ("JCL") and Zakay Law Group, APLC ("Zakay").
28

1 S. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement
2 of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for
3 the services they have rendered to Plaintiff, the State of California, and the Aggrieved
4 Employees consisting of attorneys' fees not to exceed one-third of the Total
5 Settlement Amount **plus** actually incurred litigation costs up to \$10,000.00 as
6 documented by Plaintiff Counsels' billing records. Plaintiff Counsel's application for
7 the Plaintiff's Counsel Award is subject to Court approval, and a reduction in
8 attorneys' fees or costs awarded by the Court is not a basis for Plaintiff to void,
9 rescind, or terminate this Agreement. Plaintiff's Counsel's award of attorneys' fees
10 shall be divided by Plaintiff's Counsel as follows: 50% to Zakay Law Group, APLC,
11 and 50% to The JCL Law Firm, APC.
12
13

14 T. "QSF" means the Qualified Settlement Fund established, designated, and maintained
15 by the Settlement Administrator to fund the Total Settlement Amount.
16

17 U. "Released PAGA Claims" shall mean all PAGA claims which were asserted in
18 Plaintiff's Complaint and Plaintiff's PAGA notice to the LWDA, which include
19 claims for PAGA penalties predicated upon the following: failure to provide
20 compliant meal periods or compensation in lieu thereof in violation of Labor Code
21 sections 226.7, and 512; failure to provide compliant rest periods or compensation in
22 lieu thereof in violation of Labor Code sections 226.7, and 512; failure to allow
23 employees to take duty-free, off-the-premises rest periods; failure to pay all
24 minimum, regular, and overtime wages; failure to maintain true and accurate records
25 in violation of Labor Code sections 1174 and 1174.5; failure to pay all reporting time
26 wages; failure to provide accurate itemized wage statements in violation of Labor
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Code sections 226, 226.2, 1174, and 1175; failure to reimburse employees for required business expenses in violation of Labor Code section 2802; failure to timely pay wages due during, and upon termination of employment; claims for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, and 2802; and claims for civil penalties and other relief pursuant to Labor Code section 2699, and the sections preceding and following section 2699.

V. “Released Parties” shall mean Defendant ASD6, LLC and its past and present officers, directors, shareholders, owners, employees, agents, principals, representatives, accountants, auditors, consultants, affiliates, related companies, parents, subsidiaries, successors in interest, predecessors in interest, and attorneys.

W. “Settlement” means the disposition of the Action pursuant to this Agreement.

X. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator establishes, designates, and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1 into which the amount of the Total Settlement Amount is deposited for the purpose of resolving the claims in the Action on behalf of the LWDA and the Aggrieved Employees. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.***

1 Y. "Settlement Administration Costs" means the amount to be paid for the costs of
2 administration of the Settlement from the Total Settlement Amount not to exceed
3 \$6,000.00.

4
5 Z. "Total Settlement Amount" means One Hundred Thirty-Five Thousand Dollars
6 (\$135,000.00), which Defendant shall pay into the QSF in connection with this
7 Settlement, inclusive of the LWDA Payment, Payment to PAGA Representative
8 Group Members, Plaintiff's Counsel Award, Plaintiff's Counsel's expenses, and the
9 Settlement Administration Costs.
10

11 **II. RECITALS**
12

13 A. On January 15, 2021, Plaintiff filed a Notice of Violations with the Labor and
14 Workforce Development Agency (LWDA) and served the same on Defendant.

15
16 B. On April 15, 2021, Plaintiff filed the Action against Defendant alleging a single cause
17 of action for violations of PAGA for, *inter alia*, the following:

- 18 1. Failure to provide complaint meal and rest periods;
19
- 20 2. Failure to allow employees to take duty-free, off-the-premises rest periods;
21
- 22 3. Failure to pay all minimum, regular and overtime wages;
23
- 24 4. Failure to maintain true and accurate records;
25
- 26 5. Failure to pay all reporting time wages;
27
- 28 6. Failure to provide accurate itemized wages statements;

1 7. Failure to reimburse employees for required business expenses;

2
3 8. Failure to timely pay wages due during, and upon termination of employment;
4 and

5 9. Claims for penalties for Defendant's violations of Labor Code sections 201,
6 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197,
7 1197.1, 1198, 1199, and 2802; and claims for civil penalties and other relief pursuant
8 to Labor Code section 2699, and the sections preceding and following section 2699.
9

10 C. On November 18, 2021, the Parties participated in mediation presided over by Kelly
11 A. Knight, Esq., an experienced wage and hour and PAGA mediator. The mediation
12 concluded with a settlement that was memorialized in the form of a Memorandum of
13 Understanding.
14

15 D. This Agreement replaces and supersedes the Memorandum of Understanding and any
16 other agreements, understandings, or representations between the Parties. This
17 Agreement represents a compromise and settlement of highly disputed claims.
18 Nothing in this Agreement is intended or will be construed as an admission by
19 Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have
20 merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on
21 those claims or any other claims, or as an admission by Plaintiff that Defendant's
22 defenses in the Action have merit.
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24

25 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:
26
27
28

1 **III. TERMS OF AGREEMENT**

2
3 A. Settlement Consideration and Settlement Payments by Defendant.

4 1. Settlement Consideration. In full and complete settlement of the Action, and
5 in exchange for the releases set forth below, Defendant and the Released
6 Parties will pay the Total Settlement Amount of One Hundred Thirty-Five
7 Thousand Dollars (\$135,000.00). The Parties agree that this is a non-
8 reversionary Settlement and that no portion of the Total Settlement Amount
9 shall revert to Defendant. The Total Settlement Amount is exclusive of and
10 separate from any individual settlement by and between Defendant and
11 Plaintiff intended to resolve Plaintiff's individual claims. Except as provided
12 for in Section III(A)(2) and pursuant to any individual settlement with
13 Plaintiff, Defendant shall not be required to pay more or less than the Total
14 Settlement Amount.
15

16
17 2. Number of Aggrieved Employees and Pay Periods. Defendant represents that
18 the number of non-exempt employees who worked for ASD6, LLC from
19 January 15, 2020 to October 31, 2021 is 288. Defendant also represents that
20 the number of pay periods worked by non-exempt employees at ASD6, LLC
21 from January 15, 2020 to October 31, 2021 is 4,909. Defendant will provide
22 a declaration signed under penalty of perjury with respect to these
23 representations. The parties agree that no escalation clause has been triggered.
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1 3. Settlement Payment. Defendant shall pay, via wire transfer or check, the Total
2 Settlement Amount to the Settlement Administrator on or before the Funding
3 Date.

4
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 shall release the Released Parties from the PAGA Released Claims for the
8 PAGA Period.

9
10 C. Representations by Plaintiff and Plaintiff's Counsel. Plaintiff and Plaintiff's Counsel
11 are not currently aware of any: (a) unalleged claims against Defendant in addition to,
12 or different from, those which are finally and forever settled and released against
13 Defendant by this settlement and Plaintiff's individual settlement with Defendant; and
14 (b) unalleged facts or legal theories upon which any claims or causes of action could
15 brought against Defendant, except such facts and theories specifically alleged in the
16 operative complaint in this action. Plaintiff and Plaintiff's Counsel further represent
17 that, other than this action, they have no current intention of asserting any other claims
18 against Defendant in any judicial or administrative forum. Plaintiff and Plaintiff's
19 Counsel represent that they do not currently know of or represent any persons who
20 have expressed any interest in pursuing litigation or seeking any recovery against
21 Defendant.

22
23
24 D. Conditions Precedent: This Settlement will become final and effective only upon (1)
25 the Court entering an order approving the Settlement, and (2) Defendant fully funding
26 the Total Settlement Amount.

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

5
6 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
7 and shall not be admissible in any judicial, administrative or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or
9 procedural; and

10
11 2. None of the Parties to this Settlement will be deemed to have waived any
12 claims, objections, defenses or arguments in the Action.
13

14 F. Tax Liability. The Parties make no representations as to the tax treatment or legal
15 effect of the payments called for in this Agreement. The Aggrieved Employees are
16 not relying on any statement or representation by the Parties in this regard. Aggrieved
17 Employees understand and agree that they will be responsible for the payment of any
18 taxes and penalties assessed on their respective share of the Aggrieved Employee
19 Payments and will be solely responsible for any penalties or other obligations resulting
20 from their personal tax reporting of the Aggrieved Employees Payments.
21

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

16 H. Settlement Administrator. The Settlement Administrator shall be responsible for:
17 establishing and administering the QSF; calculating, processing and mailing payments
18 to Plaintiff's Counsel, LWDA, and Aggrieved Employees; printing and mailing the
19 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
20 calculating and distributing tax forms for the Aggrieved Employee Payments;
21 providing declaration(s) as necessary in support of approval of this Settlement and to
22 report on the distribution of the funds; and other tasks as the Parties mutually agree or
23 the Court orders the Settlement Administrator to perform. The Settlement
24 Administrator shall keep the Parties timely apprised of the performance of all
25 Settlement Administrator responsibilities.
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1 I. Employee Data. No later than ten (10) calendar days after the Effective Date,
2 Defendant shall provide the Settlement Administrator with the Employee Data.

3
4 J. Funding and Allocation of the Total Settlement Amount. Defendant is required to pay
5 the Total Settlement Amount on or before the Funding Date.

6
7 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
8 Employee Data, the Settlement Administrator shall add up the total number of
9 Pay Periods for all Aggrieved Employees during the PAGA Period. The
10 respective Pay Periods for each Aggrieved Employee will be divided by the
11 total Pay Periods for all Aggrieved Employees, resulting in the “PAGA
12 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
13 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
14 Payment to calculate each Aggrieved Employee’s estimated share of the
15 Aggrieved Employee Payment.
16

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

22 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
23 Payments made to the Aggrieved Employees under this Settlement
24 Agreement, as well as any other payments made pursuant to this Settlement
25 Agreement, will not be utilized to calculate any additional benefits under any
26 benefit plans to which any Aggrieved Employee may be eligible, including,
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1 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
2 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
3 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
4 will not affect any rights, contributions, or amounts to which any Aggrieved
5 Employee may be entitled under any benefit plans.
6

7 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
8 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing
9 address no later than fifteen (15) calendar days after the Funding Date.
10

11 5. Expiration. Any checks issued to Aggrieved Employees shall remain valid
12 and negotiable for one hundred and eighty (180) days from the date of their
13 issuance. If an Aggrieved Employee does not cash his or her settlement check
14 within 90 days, the Settlement Administrator will send a letter to such persons,
15 advising that the check will expire after the 180th day, and invite that
16 Aggrieved Employee to request reissuance in the event the check was
17 destroyed, lost or misplaced. In the event Aggrieved Employee Payment
18 checks have not been cashed within one hundred and eighty (180) days, the
19 Settlement Administrator shall cause the aggregate sum represented by those
20 uncashed checks to be sent to the California State Bar's Justice Gap Fund,
21 whose address is as follows: Office of Access & Inclusion – Justice Gap Fund,
22 The State Bar of California, 180 Howard Street, San Francisco, CA 94105.
23

24 6. LWDA Payment. The Settlement Administrator shall transmit the LWDA
25 Payment to the LWDA as one lump sum payment within five (5) calendar
26 days of the Funding Date. If the funds are transmitted by check, the Settlement
27
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1 Administrator shall send the funds via certified mail with return receipt
2 requested to Plaintiff's Counsel.

3
4 7. Plaintiff's Counsel Award. Defendant understands a request by Plaintiff's
5 Counsel for attorneys' fees not to exceed one-third of the Total Settlement
6 Amount (currently estimated to be \$45,000) plus costs and expenses supported
7 by declaration not to exceed Ten Thousand Dollars (\$10,000.00), from the
8 Total Settlement Amount will be made. Any portion of the requested
9 Plaintiff's Counsel Award that is not awarded to Plaintiff's Counsel shall be
10 part of the Net Settlement Amount and shall be distributed to the LWDA and
11 the Aggrieved Employees as provided in this Agreement. The Settlement
12 Administrator shall distribute and pay the Plaintiff's Counsel Award to
13 Plaintiff's Counsel from the Total Settlement Amount no later than five (5)
14 calendar days after the Funding Date. Plaintiff's Counsel shall be solely and
15 legally responsible to pay all applicable taxes on the payment made pursuant
16 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
17 — MISC to Plaintiff's Counsel for the payments made pursuant to this
18 paragraph. In the event that the Court reduces or does not approve the
19 requested Plaintiff's Counsel Award, Plaintiff and Plaintiff's Counsel shall
20 not have the right to revoke the Settlement, or to appeal such order, and the
21 Settlement will remain binding.

22
23
24
25 8. Settlement Administration Costs. The Settlement Administrator shall be paid
26 for the costs of administration of the Settlement from the Total Settlement
27 Amount. The estimate of the Settlement Administration Costs is \$6,000.00.
28

1 The Settlement Administrator shall be paid the Settlement Administration
2 Costs no later than twenty-five (25) calendar days after the Funding Date.

3
4 K. Approval Motion. Plaintiff's Counsel and Plaintiff shall use their best efforts to file
5 with the Court a Motion for Approval of PAGA Settlement within thirty (30) days
6 following the execution of this Agreement.

7
8 L. Notice of Settlement to LWDA. In connection with the Motion for Approval of
9 PAGA Settlement, Plaintiff's Counsel shall submit this Agreement to the LWDA
10 pursuant to California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within
11 ten (10) days after the entry of the judgment or order approving this Settlement,
12 submit the order approving the Settlement to the LWDA pursuant to California Labor
13 Code section 2699(1)(3).

14
15 N. Review of Motion for Settlement Approval. Plaintiff Counsel will provide an
16 opportunity for Counsel for Defendant to review the Motion for Approval of PAGA
17 Settlement and the proposed Judgment and Order Granting Approval of the PAGA
18 Settlement before filing with the Court. The Parties and their counsel will cooperate
19 with each other and use their best efforts to obtain the Court's approval of the Motion
20 for Approval of PAGA Settlement, and entry of Judgment.

21
22 O. Cooperation. The Parties and their counsel will cooperate with each other and use
23 their best efforts to implement the Settlement.

24
25 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
26 except such proceedings necessary to implement and complete the Settlement.
27
28

- 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
- 4 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
5 Agreement among these Parties, and no oral or written representations, warranties or
6 inducements have been made to any Party concerning this Agreement or its Exhibit
7 other than the representations, warranties and covenants contained and memorialized
8 in this Agreement and its Exhibit.
9
- 10 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate
12 this Agreement and to take all appropriate Action required or permitted to be taken by
13 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
14 documents required to effectuate the terms of this Agreement. The person signing this
15 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
16 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she
17 is authorized to sign this Agreement and that she has not assigned any claim, or part
18 of a claim, covered by this Settlement to a third-party.
19
20
- 21 T. No Public Comment: The Parties and their counsel agree that they will not issue any
22 press releases, initiate any contact with the press, respond to any press inquiry, or have
23 any communication with the press about the fact, amount or terms of the Settlement
24 Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or
25 any of its terms for any marketing or promotional purposes. Nothing herein will restrict
26 Plaintiff's Counsel from including publicly available information regarding this
27 settlement in future judicial submissions regarding Plaintiff Counsel's qualifications
28

1 and experience. Further, Plaintiff Counsel will not include, reference or use the
2 Settlement Agreement for any marketing or promotional purposes, either before or
3 after the Motion for Settlement Approval is filed.
4

5 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
6 to the benefit of, the successors or assigns of the Parties, as previously defined.
7

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

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

16 X. 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

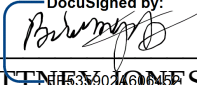
21 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
22 respect to the interpretation, implementation, and enforcement of the terms of this
23 Agreement and all orders and judgments entered in connection therewith, and the
24 Parties and their counsel submit to the jurisdiction of the Court for purposes of
25 interpreting, implementing, and enforcing the settlement and all orders and judgments
26 entered in connection with this Agreement.
27
28

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
 6 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
 7 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
 8 Defendant contends that the Released PAGA Claims have no merit and do not give
 9 rise to liability. This Agreement is a compromise of disputed claims. Nothing
 10 contained in this Agreement and no documents referred to and no action taken to carry
 11 out this Agreement may be construed or used as an admission by or against the
 12 Defendant or Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the
 13 claims asserted. Other than as may be specifically set forth herein, each Party shall be
 14 responsible for and shall bear its/his own attorney's fees and costs.
 15
 16

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

18
 19 DATED: 3/25/2022

DocuSigned by:

 BRITNEY JONES

20
 21 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

22
 23 DATED: _____

24 ASD6 LLC

25 Printed Name

26 Title
 27
 28

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.

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6 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
7 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
8 Defendant contends that the Released PAGA Claims have no merit and do not give
9 rise to liability. This Agreement is a compromise of disputed claims. Nothing
10 contained in this Agreement and no documents referred to and no action taken to carry
11 out this Agreement may be construed or used as an admission by or against the
12 Defendant or Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the
13 claims asserted. Other than as may be specifically set forth herein, each Party shall be
14 responsible for and shall bear its/his own attorney's fees and costs.
15

16
17 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

18
19 DATED: _____

BRITTNEY JONES

20
21 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

22
23 DATED: 3/23/2022


ASD6 LLC

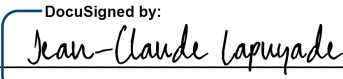
Jeff Bradshaw
Printed Name

Manager
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 3/25/2022

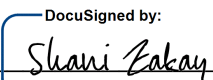
JCL LAW FIRM, A.P.C.

By: 
0EBC25D5B9CD469...

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: 3/25/2022

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

By: 
4ECDE73A91D4420...

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: _____

MARTIN LAW FIRM, PC

By: _____

Attorneys for Defendant ASD6 LLC

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for the Plaintiff and the Aggrieved
Employees

DATED: _____

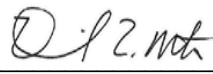
ZAKAY LAW GROUP, A.P.L.C.

By: _____

Attorneys for the Plaintiff and the Aggrieved
Employees

DATED: March 23, 2022

MARTIN LAW FIRM, PC

By: 

Attorneys for Defendant ASD6 LLC

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

04/08/2022

10:50 AM

Date ▼	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
03/30/2022		Emails regarding motion for approval of settlement.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.30	550.00	-	165.00
03/23/2022		 ork on finalizing MPA and supporting declaration  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	4.00	550.00	-	2,200.00
03/23/2022		 ork on finalizing the settlement agreement.  ork with Attorney Alvarado and OPC on the Motion for Approval and supporting documents.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	5.00	550.00	-	2,750.00
03/18/2022		 ork on MPA  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	1.70	550.00	-	935.00
03/18/2022		Draft MPA  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	8.00	550.00	-	4,400.00
03/10/2022		Review and approve Belaire and emails with OPC accordingly.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.20	550.00	-	110.00
02/14/2022		Review and revise settlement agreement.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	1.00	550.00	-	550.00
12/21/2021		Emails with staff regarding status of MOU.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.10	550.00	-	55.00
					46.10h		\$0.00 0.0h	\$24,777.50 46.1h

Activities Export

04/08/2022

10:50 AM

Date ▼	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
12/08/2021	 Unbilled	Process payment to Berger	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.10	550.00	-	55.00
12/07/2021	 Unbilled	Review Defendant Answer and CMS.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.60	550.00	-	330.00
12/05/2021	 Unbilled	Review and revise the PAGA settlement agreement.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	1.20	550.00	-	660.00
12/01/2021	 Unbilled	drafting cms, finalizing, serving, and filing.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	1.00	165.00	-	165.00
12/01/2021	 Unbilled	Review and revise CMS	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.20	550.00	-	110.00
11/18/2021	 Unbilled	Prepare for and attend mediation.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	9.50	550.00	-	5,225.00
11/16/2021	 Unbilled	Draft MOU for tomorrow.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	1.00	550.00	-	550.00
11/11/2021	 Unbilled	More work on the mediation brief.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.40	550.00	-	220.00
11/11/2021	 Unbilled	work on mediation brief.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	2.00	550.00	-	1,100.00
					46.10h		\$0.00 0.0h	\$24,777.50 46.1h

Activities Export

04/08/2022

10:50 AM

Date ▼	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
10/28/2021	 Unbilled	Review expert report.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.30	550.00	-	165.00
10/17/2021	 Unbilled	Review data points and data from defense. Emails with expert to schedule a call to discuss.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.60	550.00	-	330.00
10/11/2021	 Unbilled	Drafting, finalizing, and filing COA.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.50	165.00	-	82.50
09/30/2021	 Unbilled	Call with OPC regarding data for mediation.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.30	550.00	-	165.00
08/02/2021	 Unbilled	Call with client to discuss case and contact information update	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.20	550.00	-	110.00
06/07/2021	 Unbilled	Communications with client regarding status of case and pending mediation	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.20	550.00	-	110.00
05/27/2021	 Unbilled	Review invoice from Judicate and upload to CLIO.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.10	550.00	-	55.00
05/26/2021	 Unbilled	Review mediation confirmation letter and calendar all relevant dates.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.40	550.00	-	220.00
					46.10h		\$0.00	\$24,777.50
							0.0h	46.1h

Activities Export

04/08/2022

10:50 AM

Date ▼	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
05/22/2021		Review and execute stipulation and proposed order to stay pending mediation.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.30	550.00	-	165.00
05/20/2021		Review revised stipulation to stay and emails with co-counsel regarding the same.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.20	550.00	-	110.00
05/18/2021		Work on stipulation to stay.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.40	550.00	-	220.00
05/17/2021		Review and revise the proposed stipulation to stay.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.40	550.00	-	220.00
04/27/2021		Call with OPC regarding possible mediation.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.30	550.00	-	165.00
04/26/2021		Emails with OPC regarding early mediation.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.30	550.00	-	165.00
04/16/2021		Review filed complaint and related documents and emails with staff accordingly.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	0.30	550.00	-	165.00
04/14/2021		Review file. Draft PA-A-only complaint.  Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	4.00	550.00	-	2,200.00
					46.10h		\$0.00 0.0h	\$24,777.50 46.1h

Activities Export

04/08/2022
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Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
03/04/2021		Review file and set up case on CLIO and case sheet.	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	1.00	550.00	-	550.00
					46.10h		\$0.00 0.0h	\$24,777.50 46.1h

Activities Export

04/08/2022

10:50 AM

Date ▼	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
04/05/2022	\$	Filing Fee - Motion for Approval (Estimate) ● Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	-	150.00	-	150.00
12/08/2021	\$	Expert Cost ● Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	-	675.00	-	675.00
12/01/2021	\$	OneLegal - CMS ● Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	-	12.35	-	12.35
10/26/2021	\$	Mediation Fees ● Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	-	2,575.00	-	2,575.00
10/11/2021	\$	OneLegal Fee - COA ● Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	-	12.00	-	12.00
06/16/2021	\$	Knox Invoice - Summons, Complaint,, Alternative Dispute Filing ● Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	-	113.35	-	113.35
05/17/2021	\$	One Legal Fee - POS ● Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	-	12.00	-	12.00
05/17/2021	\$	Knox Filing Fee ● Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	-	113.25	-	113.25
04/16/2021	\$	Filing Fee – Complaint ● Unbilled	35801-Jones Brittney Jones v. ASD6, LLC	Shani Zakay	-	460.19	-	460.19
					0.00h		\$0.00 0.0h	\$4,123.14 0.0h

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 Ivon 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