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Attorneys for Plaintiff SHELITA LAW

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

SHELITA LAW, on behalf of herself and
all "aggrieved employees" pursuant to
Labor Code § 2698 et seq.,

Plaintiff,

vs.

REJOICE DELIVERS, LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendant.

Case No. STK-CV-UOE-2021-0007998

[Assigned for all purposes to The Honorable Jayne
Lee, Dept. 10C]

**DECLARATION OF DANIEL GAINES IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE ATTORNEYS
GENERAL ACT CLAIMS AND DISMISSING
ACTION WITH PREJUDICE**

Action Filed: August 25, 2021
Trial Date: N/A

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Shelita Law in this action. I have
4 personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could
5 and would do so competently.

6 2. I obtained my BS degree from the University California at Berkeley in 2003. I
7 majored in Business Administration at the Haas School of Business.

8 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
9 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
10 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
11 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

12 4. Since becoming a member of the Bar, I have practiced law with my partner/father,
13 Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in
14 business, real estate, and employment disputes like this one. Over 75% of my practice is devoted
15 to complex employment litigation similar to the instant action.

16 5. My firm has represented employees in employment matters such as this one, with
17 an emphasis in wage and hour issues. I have participated in and have been certified as Court-
18 approved class counsel in dozens of class and representative action matters since my admission to
19 the Bar. A true and correct list of the cases in which I have been appointed as class counsel is
20 attached hereto as Exhibit "B".

21 6. On March 2, 2021, Plaintiff complied with the requirements set forth in Labor Code
22 § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA") by sending a
23 letter, by online submission to the Labor and Workforce Development Agency ("LWDA") and by
24 certified mail to Defendant, setting forth the facts and theories of the violations alleged against
25 Defendant. A true and correct copy of the letter submitted to the LWDA is attached hereto as
26 Exhibit "A".

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7. Plaintiff and Defendant entered into agreements to toll the statute of limitations from April 21, 2021 through and including September 1, 2021 while they discussed the possibility of early resolution of the mater.

8. The parties thereafter conducted informal discovery to ascertain the size of the aggrieved employee group, the number of affected pay periods at issue among them, and the strength of Plaintiff's claims.

9. Being fully apprised of the value and strength of Plaintiff's claims, the parties participated in a mediation with Louis Marlin, Esq. on August 9, 2021 in an attempt to resolve the claims asserted in the Action.

10. The parties engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in the action. Based on the information and documents obtained through informal discovery and during mediation, Plaintiff assessed the maximum value of the PAGA claims (without stacking) to be approximately \$323,100 (at the rate of a \$100 penalty for 3,231 pay periods at issue for approximately 185 aggrieved employees during the applicable time frame).

11. The amount of the settlement is \$120,000 which represents over 37% of the maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and costs and a general release payment to Plaintiff.

12. The settlement amount represents a fair compromise of the claims.

13. Defendant has incurred financial issues as a result of losing business since the start of the pandemic in March, 2020.

14. Plaintiff filed her Representative Action Complaint on August 25, 2021, seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1194, and 2802; and pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558.

15. Attached hereto as Exhibit “C” is a true and correct copy of the parties’ PAGA Settlement and Release Agreement.

1 I declare, under penalty of perjury, under the laws of the State of California, that the
2 foregoing is true and correct. Executed this 27th of October, 2021 at Calabasas, California.
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5 *Daniel F. Gaines*
6 DANIEL F. GAINES
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EXHIBIT A

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

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CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

March 2, 2021

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Rejoice Delivers, LLC
33170 Alvarado-Niles Rd. #1828
Union City, CA 94587

Defendant mailed certified # 70190700000201198308

Agent for Service of Process for Rejoice Delivers, LLC
Kevin Hom
32738 Foxglove Way
Union City, CA 94587

Agent mailed certified # 70190700000201198292

Re: ***Labor Code Violations of Rejoice Delivers, LLC – Compliance Letter of
California Labor Code § 2698, the Private Attorneys General Act of 2004***

Dear LWDA:

This office represents Shelita Law, a former California employee of Rejoice Delivers, LLC (“Defendant”). We write this letter in compliance with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees (“Aggrieved Employees”).

Our client alleges that Defendant failed to properly compute bonus wages and other non-base hourly wages earned by our client and other Aggrieved Employees into their regular rate of pay for purposes of paying them overtime wages, meal period premium wages, and rest period premium wages at the correct rates, in violation of Labor Code §§ 510, 558 and 1194. Defendant failed to properly blend bonus wages and other non-base hourly wages and instead paid our client and other Aggrieved Employees overtime wages, meal period premium wages, and rest period premium wages based *only* on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all overtime wages, meal period premium wages, and rest period premium wages earned, in violation of Labor Code §§ 510, 558 and 1194.

Our client alleges that Defendant failed to properly compute shift differential wages and other non-base hourly wages earned by our client and other Aggrieved Employees into their regular rate of pay for purposes of paying them overtime wages at the correct rates, in violation of Labor Code §§ 510, 558 and 1194. Defendant failed to properly blend shift differential wages and other non-base hourly wages and instead paid our client and other Aggrieved Employees overtime wages

based *only* on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all overtime wages earned, in violation of Labor Code §§ 510, 558 and 1194.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 9-2001. Our client and all other Aggrieved Employees were routinely not authorized and unable to take an off-duty 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Typically, they were not provided rest periods at all or would be required to work through them. When rest periods were provided, our client and Aggrieved Employees were required to stay in contact and respond to calls with Defendant via their personal cellular phone, resulting in impermissible, on-duty rest periods. This violates Labor Code §§ 226.7 and 558 and IWC Wage Order 9-2001.

Defendant failed to pay premium wages to our client and other Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 512 and 558 and IWC Wage Order 9-2001. Our client and Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. When meal periods were provided, our client and Aggrieved Employees were required to stay in contact and respond to calls with Defendant via their personal cellular phone, resulting in impermissible, on-duty meal periods. Further, when our client and Aggrieved Employees did receive a meal period, they were typically late, cut short, or interrupted, requiring them to work during their meal periods. This violates Labor Code §§ 226.7, 510, 512, 558, and 1194 and IWC Wage Order 9-2001.

Our client further alleges that Defendant failed to provide her and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other Aggrieved Employees were not paid all wages due, including all overtime wages and meal and rest period premium wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3. Further, and independent of the above allegations, the wage statements provided to our client and other Aggrieved Employees failed to set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, Labor Code §§ 226(a)(9) and 226.3. The wage statements simply omit any applicable rates of pay or hours worked when shift differential wages are earned.

Our client further alleges that Defendant failed to reimburse all business-related expenses to her and other Aggrieved Employees, in violation of Labor Code § 2802. Our client and Aggrieved Employees were required to use their personal cellular phone to make calls for Defendant's benefit,

Labor & Workforce Development Agency
Rejoice Delivers, LLC
Kevin Hom
Page 3

but were not fully reimbursed by Defendant for these cellular phone expenses. This practice violates Labor Code § 2802.

Our client further alleges that Defendant failed to pay her all wages due at the separation of her employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees.

The \$75 PAGA filing fee has been electronically submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :



EVAN S. GAINES

EXHIBIT B

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT C

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Attorneys for Plaintiff SHELITA LAW

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

SHELITA LAW, on behalf of herself and all
“aggrieved employees” pursuant to Labor Code §
2698 et seq.,

Plaintiff,

vs.

REJOICE DELIVERS, LLC, a California limited
liability company, and DOES 1 through 10, inclusive,

Defendant.

Case No. STK-CV-UOE-2021-0007998

**PAGA SETTLEMENT AND RELEASE
AGREEMENT**

[Assigned for all purposes to The Honorable
Jayne Lee, Dept. 10C]

Action Filed: August 25, 2021
Trial Date: N/A

Plaintiff SHELITA LAW ("Plaintiff"), individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant REJOICE DELIVERS, LLC ("Defendant"), enter into this PAGA Settlement and Release Agreement ("Settlement") as follows:

I. DEFINITIONS

As used in this Settlement, these terms shall have these meanings:

"Defendant" means Rejoice Delivers, LLC.

"Defense Counsel" means Tim L. Johnson, Nikolas T. Djordjevski, and Yousaf M. Jafri of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

"Effective Date" of the Settlement means the date upon which both the following have occurred: (i) approval of the Settlement is granted by the San Joaquin County Superior Court or other court assuming jurisdiction of this matter, and the Action is dismissed with prejudice, and (ii) the Court's order approving the Settlement becomes Final.

"Final" shall mean the latest of: (i) if there are no objections to the Settlement, the date approval of the Settlement is granted by the San Joaquin County Superior Court or other court assuming jurisdiction of this matter, and the Action is dismissed with prejudice; (ii) if there are objections to the Settlement and if there is an appeal of the Court's approval order, the date the approval order is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court; (iii) if there are objections to the Settlement and if a petition for review is filed, the date of denial of the petition for review, or the date the approval order is affirmed pursuant to such petition; or (iv) if there are objections to the Settlement and if no appeal is filed, the day following the expiration date for filing or noticing any appeal of the approval order.

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

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

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1 “PAGA Notice” means the letter(s) Plaintiff filed with the LWDA on behalf of herself and
2 all other aggrieved employees alleging Defendant committed certain violations of the California
3 Labor Code.

4 “PAGA Period” means March 2, 2020 through August 9, 2021.

5 “PAGA Settlement Members” means all hourly-paid, non-exempt employees who worked
6 for Defendant in California at any time during the PAGA Period. Defendant represents that the total
7 number of PAGA Settlement Members is approximately 185 individuals.

8 “Plaintiff” means Shelita Law, individually and in her capacity as representative of the State
9 of California on behalf of other aggrieved employees.

10 “Plaintiffs’ Counsel” means Daniel F. Gaines, Alex P. Katofsky, and Sepideh Ardestani of
11 Gaines & Gaines, APLC.

12 “Parties” means Plaintiff and Defendant.

13 “Released Claims” means any and all claims for the recovery of civil penalties under PAGA,
14 whether known or unknown, as well as for attorney fees and litigation costs arising therefrom, which
15 Plaintiff and/or the PAGA Settlement Members alleged, or could have alleged, against the Released
16 Parties, arising out of the facts, circumstances, and primary rights in the operative Complaint in this
17 Action.

18 “Released Parties” means Defendant and all of its past and present owners, officers, directors,
19 shareholders, employees, agents, assigns, attorneys, insurers, parent companies, subsidiaries, and
20 affiliates, and their respective predecessors, successors, and assigns.

21 “Settlement Administrator” means Simpluris.

22 **II. RECITALS**

23 A. On March 2, 2020, Plaintiff’s counsel sent a letter to the LWDA on behalf of Plaintiff
24 pursuant to California Labor Code § 2699.3. Plaintiff sought to represent herself and all PAGA
25 Settlement Members. At no time did the LWDA indicate its intention to investigate the alleged
26 violations referenced in the letter.

27 B. Thereafter, Plaintiff’s counsel indicated an intent to file, and did file, a civil lawsuit
28 alleging the violations set forth in the PAGA Notice as grounds for recovering civil penalties.

C. The Parties subsequently agreed to engage in mediation, which took place on August 9, 2021, with mediator Lou M. Marlin, Esq. The Parties engaged in extensive informal discovery prior to mediation. The Parties also engaged in extensive negotiations at mediation, which involved substantial offers and counteroffers between the Parties. The Action resolved, with the assistance of Lou M. Marlin, Esq. ultimately culminating in this Settlement.

D. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative Complaint and made a thorough study of the legal principles applicable to the claims asserted against Defendant. Plaintiff's Counsel concluded the Settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, numerous potential appellate issues, and Defendant's financial condition.

E. Defendant denies, and continues to deny, each and every claim and contention alleged in the PAGA Notice, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the PAGA Notice.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty, and costs of further prosecution, the financial status of Defendant, the difficulty of proof necessary to establish a class or manageable group for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Settlement Members.

By entering into this Settlement, Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under California or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault,

wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. Gross Settlement Amount

Defendant shall pay a non-reversionary monetary settlement payment in the total amount of exactly \$120,000 ("Gross Settlement Amount"). Defendant will pay \$60,000 ("Initial Payment") within 14 days of the Effective Date. Within 30 days following the Initial Payment, Defendant will pay \$5,000 per month, on the same day every month thereafter, for 12 months (equaling an additional \$60,000). The Gross Settlement Amount is the maximum amount Defendant can be required to pay under this Settlement.

B. Settlement Administrator Fees and Costs

The Settlement Administrator shall calculate and distribute payments to individual PAGA Settlement Members and to the LWDA. The Settlement Administrator will skip-trace and re-mail all returned, undeliverable mail within seven days of receiving notice that the mailing was undeliverable. The Settlement Administrator will also handle payment of Plaintiffs' Counsel's attorney fees and costs as approved by the Court. Settlement Administrator's Fees are estimated to be \$4,000 and shall be paid from the Gross Settlement Amount no later than 10 calendar days after the Gross Settlement Amount is paid by Defendant.

C. Attorneys' Fees and Costs

A total of 40% of the Gross Settlement Amount (estimated to be \$48,000) shall be allocated as attorneys' fees and up to \$15,000 shall be allocated as costs, payable to Plaintiff's Counsel and issued via an IRS Form 1099. The Settlement Administrator shall issue pro rata payments of attorneys' fees and costs to Plaintiff's Counsel by bank wire or check no later than 10 calendar days after each installment of the Gross Settlement Amount is paid by Defendant.

D. General Release Payment to Plaintiff

A total of \$10,000 will be paid to Plaintiff as a General Release Payment in consideration for her general release of claims, including her individual claims, as set forth in Section VI.C., *infra*. The General Release Payment will be considered miscellaneous income. The Settlement

1 Administrator will issue a Form 1099-MISC, and any other required tax form(s), to Plaintiff relating
2 to this payment. The Settlement Administrator shall issue the General Release Payment to Plaintiff
3 by bank wire or check no later than 10 calendar days after the initial installment of the Gross
4 Settlement Amount is paid by Defendant.

5 **E. PAGA Fund**

6 Following deductions of the items specified in Sections IV.B-IV.D, the remaining balance of
7 \$43,000 of the Gross Settlement Amount shall be allocated toward payment to the LWDA and PAGA
8 Settlement Members ("PAGA Fund"). 75% of the PAGA Fund (\$32,250) will be sent to the LWDA
9 and 25% of the PAGA Fund (\$10,750) will be allocated among the PAGA Settlement Members
10 based on the proportionate number of pay periods worked during the PAGA Period as set forth in
11 Section V.B., *infra*.

12 **V. COMPUTATION AND DISTRIBUTION OF PAGA FUND**

13 **A. Payment of PAGA Fund**

14 Within 10 days after Defendant makes its final deposit of the Gross Settlement Amount, the
15 Settlement Administrator shall distribute the PAGA Fund to the LWDA and to the PAGA Settlement
16 Members. Payments to PAGA Settlement Members shall be made via U.S. Mail to their last known
17 addresses.

18 **B. Formula for Calculating Share of PAGA Fund**

19 The portion of the PAGA Fund to be paid to each PAGA Settlement Member shall be
20 apportioned among the PAGA Settlement Members based on the number of pay periods for each
21 PAGA Settlement Member during the PAGA Period. The value of a pay period will be calculated
22 by dividing the portion of the PAGA Fund paid to PAGA Settlement Members by the total number
23 of pay periods for all PAGA Settlement Members during the PAGA Period. The resulting value will
24 then be multiplied by the number of pay periods for each PAGA Settlement Member to calculate the
25 individual PAGA payment ("Individual Payment"). Defendant's records shall be determinative for
26 purposes of calculating the number of pay periods and any payments to PAGA Settlement Members.

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1 **C. Distribution of the PAGA Fund**

2 The Settlement Administrator shall pay an amount equivalent to 75% of the PAGA Fund to
3 the LWDA, or as otherwise directed by the Court.

4 The Settlement Administrator shall transmit the Notice of Settlement (in substantially the
5 same form as Exhibit "A" attached hereto), together with settlement checks containing their
6 Individual Payments, with no claims process required, to all PAGA Settlement Members by first-
7 class United States mail, postage prepaid, to the last known address of each recipient with directions
8 to the Postmaster to forward the mailing and return all undeliverable Notices. The Settlement
9 Administrator shall maintain a list of the postmarked dates for the original mailing of each Individual
10 Payment to the PAGA Settlement Members and a list of PAGA Settlement Members who did not
11 receive the Individual Payment, if any, due to the inability to locate a valid address.

12 All settlement checks will remain valid and negotiable for 180 days from the date of their
13 issuance. After 180 days, any uncashed checks will be void and escheat to the State of California
14 Controller's Office – Unclaimed Property Fund in the names of the PAGA Settlement Members who
15 did not cash such checks.

16 The Settlement Administrator will prepare and issue IRS Form 1099s to PAGA Settlement
17 Members who received an Individual Payment.

18 **VI. RELEASE OF CLAIMS**

19 **A. Claims Released by the LWDA and PAGA Settlement Members**

20 Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement
21 Amount, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever
22 discharge the Released Parties from any and all Released Claims which arose during the PAGA
23 Period during employment in an hourly, non-exempt position in California. The Parties agree that
24 the settlement of this Action shall be effective as a full and final accord and satisfaction, settlement
25 of, and as a bar to, the Released Claims. The Parties further agree the settlement of this Action shall
26 be binding on Plaintiff, the PAGA Settlement Members, the LWDA, the State of California,
27 Defendant, and the Released Parties. As a result of this release, the PAGA Settlement Members will
28

1 be unable to bring a claim under, or recover in any other claim encompassed within the Released
2 Claims.

3 **B. Claims Released by Plaintiff**

4 In consideration for the General Release Payment to Plaintiff and Defendant's agreement not
5 to contest any such payment by the Court, Plaintiff will be deemed, upon the Effective Date, and
6 subject to Defendant's full payment of the General Release Payment to Plaintiff, to have released the
7 Released Parties of and from all of the Released Claims.

8 In further consideration of the above, and the benefit of this Agreement, Plaintiff
9 unconditionally, irrevocably, and absolutely releases and discharges Defendant, and the Released
10 Parties, from all losses, liabilities, claims, charges, demands and causes of action, known or
11 unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected
12 with the transactions and occurrences between the Parties, including Plaintiff's employment with
13 Defendant. Notwithstanding the foregoing, the Parties agree and acknowledge that nothing in this
14 Agreement releases or waives any rights or claims Plaintiff has or may have regarding: (i) benefits,
15 or rights to seek benefits, under applicable workers' compensation and/or unemployment insurance;
16 (ii) those which, by law, cannot be waived by signing this Agreement; or (iii) to enforce this
17 Agreement. Barring those excluded rights, this release should have the broadest possible application
18 and includes, but is not limited to, all torts, contract, common law, constitutional or other statutory
19 claims, and all claims for attorney fees, costs, and expenses. This release includes any claim for
20 personal recovery of any type, including damages or reinstatement, due to alleged employment
21 discrimination and retaliation arising under federal, state, or local law, including the California Fair
22 Employment & Housing Act, the California Family Rights Act, the Americans With Disabilities Act,
23 the Family and Medical Leave Act, and Title VII of the Civil Rights Act of 1964. This release further
24 applies to any claims arising out of or based on the Rehabilitation Act of 1973, the California Labor
25 Code, other local and/or applicable wage ordinances and statutes, and the California Business &
26 Professions Code. This release includes any claims for any tortious conduct, wrongful discharge, and
27 wrongful discharge in violation of public policy.

Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, and subject to Defendant's full payment of the General Release Payment, Plaintiff will be deemed to have waived her rights under Civil Code § 1542. Such waiver includes all known and unknown claims that were or could have been alleged under any state or federal law (save for those expressly excluded above) and arising out of the facts, circumstances, and primary rights in the Complaint.

C. Tax Treatment and Indemnification

PAGA Settlement Members, including Plaintiff, will assume any tax obligations or consequences that may arise from payments made to them under this Settlement.

VII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation, Including Regarding Settlement Approval and Dismissal

Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel agree to cooperate fully with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents, and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

The Parties will cooperate in obtaining, through a stipulation and order, or an unopposed motion, if required, an Order from the Court (i) approving this Agreement and (ii) dismissing the Action with prejudice, at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents, within the parameters set by the mediator. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall

1 take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the
2 approval and implementation of the payments as described in this Agreement.

3 The Court's approval of this Agreement shall be embodied in a written order, which shall be
4 transmitted to the LWDA promptly upon entry, as required by PAGA.

5 **B. Parties' Authority**

6 The signatories hereto represent they are authorized to enter into this Settlement.

7 **C. Binding Nature of the Settlement**

8 This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns
9 of the Released Parties. Plaintiff represents, covenants, and warrants she has not directly or indirectly,
10 assigned, transferred, or encumbered any claim, demand, action, cause of action, or rights released
11 in the Released Claims in this Settlement. This Settlement shall be binding upon Plaintiff and the
12 PAGA Settlement Members. This Settlement may be amended or modified only by a written
13 instrument signed by Plaintiff and Defendant's duly authorized representative. No rights under this
14 Settlement may be waived except in writing.

15 **D. Joint Drafting of Settlement Documents**

16 The Parties have reached this Settlement as a result of a series of arm's-length negotiations,
17 taking into account all relevant factors, present and potential. Plaintiff's Counsel and Defense
18 Counsel have drafted this Settlement jointly and, therefore, in any construction or interpretation of
19 this Settlement, the same shall not be construed against any of the Parties.

20 **E. Execution of the Joint Settlement**

21 All executed copies of this Settlement and photocopies thereof shall have the same force and
22 effect and shall be as legally binding and enforceable as the original.

23 **F. No Press Release of Publicity Regarding Terms of the Settlement**

24 Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel agree that they
25 will issue no media or press release, initiate any contact with the media or the press, respond to any
26 media or press inquiry, or have any communications with the media or the press about the fact,
27 amount, or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to
28 the fact or amount of the Settlement on their websites, social media, any other marketing materials,

1 or legal publications. Plaintiff and Plaintiff's Counsel will not state on their websites, social media,
2 any other marketing materials, or legal publications, that Defendant engaged in any act contrary to
3 California law, or denied payment owed to its employees, or otherwise committed any violations of
4 the California Labor Code or any other local, state, or federal law, otherwise disparage Defendant,
5 or otherwise identify Defendant. Defendant may report the Settlement or results of this lawsuit if
6 required to do so by public disclosure regulatory requirements, or with respect to any financial or
7 other disclosures, which in their judgment are necessary.

8 **G. Continuing Jurisdiction of the Court**

9 The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and
10 otherwise as permitted by law, to enforce this Settlement.

11 **H. Dispute(s).**

12 Should any dispute(s) arise among the Parties or their respective counsel regarding the
13 implementation or interpretation of this Agreement, but excluding any dispute related to non-
14 payment or late payment of the Gross Settlement Amount, the Parties agree to submit any such
15 dispute(s) first to mediation and/or continued negotiations before mediator Lou M. Marlin, Esq. and
16 then, if unsuccessful, to the San Joaquin County Superior Court. To the extent any Party seeks to
17 enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be
18 entitled to recover her/its/their reasonable attorneys' fees and costs.

19 **I. Advice of Counsel**

20 Each Party represents and agrees they have been advised or are fully aware of their right to
21 discuss all aspects of this Agreement with their independent attorney prior to signing this Agreement.
22 The Parties further represent and agree that each Party has carefully read and fully understands all of
23 the provisions of this Agreement, and that each Party is voluntarily, and without fraud, duress or
24 undue influence, entering into this Agreement.

25 **J. Attorneys' Fees and Costs.**

26 With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for,
27 or purporting to act for the PAGA Settlement Members, or Plaintiff may recover or seek to recover
28 any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement

1 Amount except as expressly provided herein. Defendant shall bear its own attorney's fees and costs,
2 and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for
3 Defendant's attorney's fees and costs. If any party moves the Court to enforce this Agreement, the
4 prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred
5 to enforce this Agreement.

6 **K. Default; Notice; Cure; Acceleration; Time is of the Essence.**

7 If any payments required hereunder are not received on the dates due, Defendant shall be in
8 default of its obligations under this Settlement. Plaintiff shall e-mail notice of the default to
9 Defendant at nikolas.djordjeovski@ogletree.com and tim.johnson@ogletree.com. Defendant will
10 then have seven (7) calendar days from the date notice is e-mailed to cure the default. If the default
11 remains uncured for ten (10) calendar days, then all sums remaining unpaid under this Settlement
12 shall be accelerated and become all due and payable and begin to accrue interest at the legal rate.
13 Plaintiff may thereafter move the Court, pursuant to Code of Civil Procedure 664.6, for entry of a
14 judgment against Defendant to reflect this acceleration, the accrual of interest, plus actual attorneys'
15 fees and costs incurred to enforce the judgment and this Settlement. Time is of the essence with
16 respect to all provisions of this Agreement.

17 **L. Escalator Clause.**

18 This settlement is based on Defendant's representation that there were approximately 3,333
19 pay periods worked by the 185 Aggrieved Employees in California during the PAGA Period. If the
20 actual number of pay periods or Aggrieved Employees increases beyond these numbers, Defendant
21 shall pay an increased Gross Settlement Amount in proportion to the larger increase.

22 [SIGNATURES ON FOLLOWING PAGES]
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PLAINTIFF AND PLAINTIFF'S COUNSEL

October 19, 2021

DATED: October __, 2021

DocuSigned by:

5787ABEB9C7E4C8...

Plaintiff Shelita Law

Approved as to form:

DATED: October 19, 2021

GAINES & GAINES, APLC

By: Sepideh Ardestani

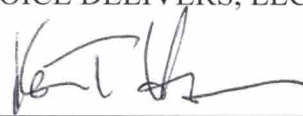
Daniel F. Gaines
Sepideh Ardestani

Attorneys for Plaintiff SHELITA LAW

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DEFENDANT AND DEFENDANT'S COUNSEL

REJOICE DELIVERS, LLC



DATED: October __, 2021

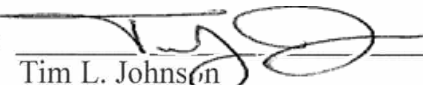
By: Kevin Hom
Its: Owner

Approved as to form:

DATED: October 27, 2021

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

By:



Tim L. Johnson
Nikolas T. Djordjevski
Yousaf M. Jafri

Attorneys for Defendant REJOICE DELIVERS,
LLC

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EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

SHELITA LAW, on behalf of herself and
all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

REJOICE DELIVERS, LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-7998

**NOTICE OF PAGA SETTLEMENT AND
RELEASE AGREEMENT**

You have been identified as a current or former non-exempt employee of Rejoice Delivers, LLC (“Defendant”) who worked in California at some time between March 2, 2020 through August 9, 2021 (“PAGA Settlement Member”).

On August 25, 2021, Plaintiff Shelita Law (the “Plaintiff”) commenced a lawsuit in the San Joaquin County Superior Court, case number STK-CV-UOE-2021-7998 (the “Lawsuit”) to recover civil penalties based on various Labor Code violations. Plaintiff alleges, among other things, Defendant failed to pay all overtime wages due; provide all meal and rest periods, or premium compensation in lieu thereof; timely pay wages during employment and at separation of employment; reimburse business expenses; and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated extensively. Following an investigation and full-day mediation before a third-party

mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [insert date of entry of order approving settlement] and has determined that the settlement is fair and reasonable. A portion of the settlement is being paid to the government and a portion is being to each Aggrieved Employee. Aggrieved Employees, including you, are receiving a portion of the settlement based on the number of pay periods actually worked for Defendant in California from March 3, 2020 to August 9, 2020¹ (the "Release Period").

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon the Effective Date, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims (means any and all claims for the recovery of civil penalties under PAGA, whether known or unknown, as well as for attorney fees and litigation costs arising therefrom, which Plaintiff and/or the PAGA Settlement Members alleged, or could have alleged, against the Released Parties, arising out of the facts, circumstances, and primary rights in the operative Complaint in this Action) during the PAGA Period. The Parties agree that the settlement of this Action shall be effective as a full and final accord and satisfaction, settlement of, and as a bar to, the PAGA Claims alleged, or that could have been alleged, by Plaintiff against Defendant arising out of the facts, circumstances, and primary rights in the PAGA Notice. The Parties further agree the settlement of this Action shall be binding on Plaintiff, the PAGA Settlement Members, the LWDA, the State of California, Defendant, and the Released Parties. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor

Code §§ 2698 et seq., for any violations of the Released Claims that
took place during the PAGA Period.

The payment which accompanies this notice is made to you pursuant to the terms of the
Settlement. You will not be retaliated against for cashing the check. It is entirely up to you if you
cash your check or not. *Checks that are not cashed within 180 days of issuance will be transmitted
to the California Secretary of State's Unclaimed Property Division, to be held on your behalf.*
Regardless of what you do with the check issued to you, by law and Court order, you will be deemed
to have released the Released Parties from the Released Claims described above.

Your payment under this settlement is considered penalties and will be reported to the IRS
and state tax authorities. You will receive an IRS Form 1099 pertaining to your payment if required
by law. You are responsible for payment of any and all taxes that are due as a result of this payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

**If you have any questions, you may call or write the Settlement Administrator, at the
following number or address: [insert address and telephone number for Settlement
Administrator].**

48875739.1

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to
3 the within action. My business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301.

4 _____ (For messenger) my business address is:

5 On October 27, 2021, I served the foregoing document described as **DECLARATION OF DANIEL**
6 **GAINES IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF**
7 **PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE** on the
8 interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

9 **Barakah Amaral, Esq.**
10 **Tim Johnson, Esq.**
11 **Nik Djordjevski, Esq.**
12 **Yousaf Jafri, Esq.**
13 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**
14 **4370 La Jolla Village Drive, Suite 990**
15 **San Diego, CA 92122**

16 On the above date:

17 x (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
18 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
19 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
20 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
21 meter date is more that one day after date of deposit for mailing in affidavit.

22 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
23 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized
24 carrier or driver authorized by the express carrier to receive documents.

25 _____ (BY FACSIMILE TRANSMISSION) On October 27, 2021, at _____ a.m./p.m., at Calabasas, California, I
26 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008
27 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the
28 telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly
issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of
the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

_____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce
Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the
LWDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 27, 2021 at Calabasas, California.

26 Beatriz Franco
27 BEATRIZ FRANCO
28