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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN DIEGO**

12 CHRISTIAN PLUMEDA, as an aggrieved
employee pursuant to the Private Attorneys
13 General Act (“PAGA”), on behalf of the State of
California and other aggrieved employees,

14 Plaintiff,

15 vs.

16 SAN DIEGO COMPOSITES, INC., a California
corporation; APPLIED COMPOSITE
17 STRUCTURES, INC., a Delaware corporation;
18 ALLIANCE SPACESYSTEMS, LLC, a
California limited liability company; APPLIED
19 COMPOSITES HOLDINGS, LLC, a Delaware
limited liability company and DOES 1 through 10,
20 inclusive,

21 Defendants.
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Case No. 37-2021-00040002-CU-OE-CTL

Assigned to the Hon. Loren G. Freestone

**NOTICE OF MOTION AND MOTION FOR
COURT APPROVAL OF THE PARTIES’
PAGA SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: July 12, 2024
Time: 10:30 a.m.
Place: Department C-64

Complaint Filed: September 20, 2021
Trial Date: None Set

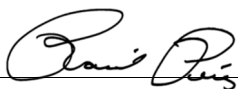
1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on July 12, 2024 at 10:30 a.m., or as soon thereafter as counsel
3 may be heard, in Department C-64 of the above-captioned court, located at 330 W Broadway, San
4 Diego, California 92101, the Honorable Loren G. Freestone presiding, Plaintiff Christian Plumeda will,
5 and hereby does, move this Court for entry of an order and judgment approving the Parties' PAGA
6 settlement pursuant to Labor Code section 2699(l)(2).

7 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
8 Points and Authorities in Support of Motion for Court approval of the PAGA Settlement; (3) the
9 Declaration of Raul Perez, which attaches the PAGA Settlement Agreement; (4) the Declaration of
10 Christian Plumeda; (5) [Proposed] Order and Judgment Approving the PAGA Settlement Agreement;
11 (6) the records, pleadings, and papers filed in this action; and (7) upon such other documentary and oral
12 evidence or argument as may be presented to the Court at or prior to the hearing of this Motion.

13
14 Dated: June 13, 2024

Respectfully submitted,

15
16 By:  _____

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Bevin Allen Pike
Daniel Jonathan
Trisha K. Monesi
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19 Attorneys for Plaintiff Christian Plumeda
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code. §§ 2698, *et seq.*, “PAGA”), Plaintiff Christian Plumedra (“Plaintiff”) seeks Court approval of the settlement of his claim for PAGA civil penalties with Defendants San Diego Composites, Inc., Alliance SpaceSystems, LLC, Applied Composite Structures, Inc., and Applied Composites Holdings, LLC (“Defendants”) (collectively with Plaintiff, the “Parties”).

The PAGA provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(l)(2). In *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the Court of Appeal explained that similar to class action settlements, the trial court should satisfy itself that the settlement is “fair, adequate, and reasonable” in view of PAGA’s “purposes and policies.” The statute does not, however, require the two-step process utilized in class actions. *See Salazar v. Sysco Central Cal.*, No. 15-01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017) (rejecting the application of class action settlement rules and procedures for PAGA settlement approval). Nothing in the PAGA changes the strong judicial preference in support of approving settlements.

The principal terms of the PAGA Settlement Agreement¹ are as follows:

- (1) A non-reversionary Gross Settlement Amount of \$650,000, which includes payments to the LWDA and Aggrieved Employees for their respective shares of the PAGA Penalties Fund, Plaintiff’s attorneys’ fees and litigation costs, Plaintiff’s Service Award, and settlement administration costs.
- (2) The creation of a PAGA Penalties Fund of approximately \$406,546.73, which will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Settled Claims (“PAGA Penalties Fund”).
 - (a) Seventy-five percent of the PAGA Penalties Fund, or approximately \$304,910.05, will be paid to the LWDA pursuant to Labor Code section 2699(i).

¹ Unless indicated otherwise, all capitalized terms used herein have the same meaning as those defined by the PAGA Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Raul Perez filed in conjunction with this motion.

(b) Twenty-five percent of the PAGA Penalties Fund, or approximately \$101,636.68, will be paid to all persons who were employed by Defendants in the State of California in non-exempt, hourly paid positions and who received at least one wage statement at any time during the period from July 15, 2020 through April 30, 2023 (“Aggrieved Employees”). There are approximately 900 Aggrieved Employees.

(3) A Service Award of \$10,000 to Plaintiff as consideration for his service on behalf of the State of California and Aggrieved Employees, and for a general release of all claims he may have against Defendant arising out of his employment.

(4) Reasonable attorneys’ fees and costs under Labor Code section 2699(g) for Plaintiff’s Counsel’s successful prosecution and resolution of this action. Plaintiff requests \$216,667 in attorneys’ fees and \$11,286.27 in costs for his counsel, Capstone Law APC (“Plaintiff’s Counsel”).

(5) Settlement Administration Costs of approximately \$5,500 to CPT Group, Inc.

The civil penalties secured by the settlement represent a fair compromise of Plaintiff’s PAGA claim in view of the risks of continued litigation and the hotly contested issues of law and fact relating to PAGA claims. The Settlement accomplishes PAGA’s objectives by imposing sufficient civil penalties “to punish and deter” Defendants from committing any of the Labor Code violations alleged, while also ensuring that the penalties are not “unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

For these reasons, Plaintiff respectfully requests that the Court approve the Settlement and enter the proposed Order Approving the PAGA Settlement Agreement and the proposed Judgment.

II. FACTS AND PROCEDURE

A. Brief Overview of the Litigation

Defendants are providers of complex composite components, assemblies, engineering, and tooling to the aerospace, defense, and space systems markets. Plaintiff worked for Defendants as a non-exempt, hourly-paid Composites Technician in San Diego, California from approximately May 2019 to January 2021. (Complaint ¶ 6.) His primary job duties included fabrication and assembly of carbon fiber

1 composite products and compression molding composites. (*Id.*)

2 Plaintiff filed this PAGA action against Defendants on September 20, 2021. (Declaration of Raul
3 Perez [“Perez Decl.”] ¶ 2.) His Complaint seeks civil penalties for Defendants’ alleged violation of
4 Labor Code² sections: (a) 510 and 1198 (unpaid overtime); (b) 1182.12, 1194, 1197, 1197.1, and 1198
5 (unpaid minimum wages); (c) 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (d) 226.7,
6 516, and 1198 (failure to authorize and permit rest periods); (e) 226(a), 1174(d), and 1198 (non-
7 compliant wage statements and failure to maintain accurate payroll records); (f) 204 (failure to timely
8 pay wages during employment); (g) 201, 202, and 203 (failure to timely pay final wages upon
9 termination); (h) 222.5 (failure to pay for costs of mandatory physical exams and/or drug testing); (i) 551
10 and 552 (failure to provide one day’s rest in seven); (j) 1198 and California Code of Regulations Title 8,
11 Section 11010 Subdivision 5(A) (failure to pay reporting time pay); (k) 2802 (unreimbursed business
12 expenses); (l) 2810.5(a)(1)(A)-(C) (failure to provide notice of material terms of employment); and (l)
13 6401 and 6403 (failure to provide safety devices and safeguards). (*Id.*)

14 Following the exchange of informal discovery, including the production of Defendants’
15 California labor policies and procedures manuals, and a sample of Aggrieved Employees’ time and wage
16 records, the Parties participated in a mediation with Marc Feder, Esq., an experienced mediator of wage
17 and hour actions, on January 16, 2024. (Perez Decl. ¶ 3.) At all times, the Parties’ negotiations were
18 adversarial and non-collusive, and Mr. Feder helped to manage the Parties’ expectations and provided a
19 useful, neutral analysis of the issues and risks to both sides. (*Id.*) With Mr. Feder’s guidance, the Parties
20 were eventually able to negotiate a complete settlement of Plaintiff’s claims. (*Id.*) The terms of the
21 settlement are now set forth in complete and final form in the PAGA Settlement Agreement. (*Id.*, Ex. 1.)
22 The Settlement therefore constitutes a fair, adequate, and reasonable compromise of the claims at issue.
23 (*Id.*)

24 **B. The Parties Negotiated a Fair and Reasonable Settlement of Plaintiff’s Claims**

25 **1. Terms of the Settlement and Distribution of PAGA Penalties**

26 The Settlement Agreement provides that Defendants will pay a total of \$650,000 to settle this
27

28 ² Unless indicated otherwise, further statutory references are to the California Labor Code.

1 Action. (Settlement Agreement ¶ 12.) From this amount, payments will be made: (a) to the LWDA and
2 Aggrieved Employees; (b) to Plaintiff as compensation for his service on behalf of the State, and for a
3 general release of claims arising out of his employment with Defendants; (c) to Plaintiff's Counsel for
4 their attorneys' fees and litigation costs; and (d) and to the Settlement Administrator (CPT Group, Inc.)
5 for settlement administration costs. (*Id.* at ¶¶ 13-16.)

6 The resulting balance will be distributed to the LWDA and Aggrieved Employees: the LWDA
7 will receive approximately \$304,910.05, and Aggrieved Employees will receive approximately
8 \$101,636.68. The Aggrieved Employees encompassed by the proposed Settlement are all persons who
9 were employed by Defendants in the State of California in non-exempt, hourly paid positions and who
10 received at least one wage statement at any time during the period from July 15, 2020 through April 30,
11 2023. (*Id.* at ¶ 2.) There are approximately 900 Aggrieved Employees.

12 **2. Allocations to the LWDA and Aggrieved Employees**

13 Payments to Aggrieved Employees will be made from the PAGA Penalties Fund. The individual
14 allocations will be calculated on a pro-rata basis using the number of pay periods worked by each
15 employee. Defendants will provide the total number of pay periods worked by each Aggrieved
16 Employee and the total number of pay periods worked by all Aggrieved Employees during the
17 Settlement Period. (Settlement Agreement ¶ 13.) The Settlement Administrator will calculate each
18 Aggrieved Employee's payment using the proportional number of pay periods during which the
19 employee worked. (*Id.*) Thus, the Settlement Administrator will perform the following calculation to
20 calculate individual payments: Settlement Payment = (25% of PAGA Penalties Fund) × (pay periods
21 worked by individual Aggrieved Employee during the Settlement Period ÷ total pay periods worked by
22 all Aggrieved Employees during the Settlement Period). (*Id.*)

23 This is a fair and equitable means of allocating the penalties. Aggrieved Employees who worked
24 for a longer duration during the Settlement Period will receive proportionally larger payments than those
25 employees who worked for shorter durations.

26 **3. The Settled PAGA Claims**

27 Upon entry of the Order and Judgment, the LWDA and Plaintiff, on behalf of himself and the
28 Aggrieved Employees to the fullest extent allowed by law, will be deemed to have fully, finally, and

1 forever released, relinquished, and discharged each and all of the Released Parties from any and all
2 Settled Claims during the Settlement Period. (Settlement Agreement ¶¶ 9-10, 17(a).)

3 Additionally, Plaintiff has agreed to a broader general release of all claims of any kind against
4 Defendants arising out of his employment. (*Id.* at ¶ 17(b).)

5 **III. ARGUMENT**

6 **A. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful, and** 7 **Fulfill PAGA’s Underlying Purpose To Benefit the Public**

8 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other
9 current or former employees to recover civil penalties for Labor Code violations. *Iskanian*, 59 Cal. 4th at
10 380. Seventy-five percent of any penalties recovered go to the LWDA, leaving the remaining twenty-
11 five percent for aggrieved employees. *Id.* PAGA is intended “to augment the limited enforcement
12 capability of [LWDA] by empowering employees to enforce the Labor Code as representatives of the
13 Agency.” *Id.* at 383. A judgment in a PAGA action binds all those, including non-party aggrieved
14 employees, who would be bound by a judgment in an action brought by the government. *Id.* at 381.

15 A superior court must review and approve any PAGA settlement. Cal. Lab. Code § 2699(l)(2).
16 The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” *Williams v.*
17 *Superior Court*, 3 Cal. 5th 531, 549 (2017). The Court’s evaluation of the settlement must “determine
18 whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
19 violations, deter future ones, and to maximize enforcement of state labor laws.” *Moniz, Inc.*, 72 Cal. App.
20 5th at 77.

21 The Court’s evaluation of the settlement should therefore not focus on “restitution”—the average
22 recovery per aggrieved employee, as in a class action settlement, but rather take into account PAGA’s
23 statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with
24 special attention on whether the relief is “genuine and meaningful.” *Salazar*, 2017 WL 1135801 at *2.

25 **B. The Settlement Is Reasonable Given the Risks of Further Litigation**

26 In assessing whether the amount of civil penalties is genuine and meaningful, the Court may
27 balance the amount in penalties against the risks of further litigation. Here, Plaintiff obtained a
28 meaningful amount of civil penalties despite facing hurdles had the litigation continued. Based on

1 information and evidence produced by Defendants during discovery, Plaintiff's Counsel determined that
2 Aggrieved Employees worked during a total of approximately 28,294 pay periods during the PAGA
3 statute of limitations period. Statutory penalties would be calculated according to Labor Code 2699(f)(2):
4 If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is
5 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
6 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

7 However, a number of courts have found that the "subsequent" penalty under PAGA applies
8 only after a court or the Labor Commissioner determines that the employer has violated the Labor Code.
9 *See Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) ("the increased \$200 civil penalty
10 for 'subsequent violation[s]' does not apply unless [Plaintiff] presents evidence that the Labor
11 Commission or a court notified [Defendant] that it was in violation of the Labor Code."); *Bernstein v.*
12 *Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to "heightened civil
13 penalties" because the defendant was not given notice by the Labor Commissioner when the
14 "subsequent" violations occurred).³ Under this line of cases, Defendants' exposure would be
15 approximately \$2,829,400 = 28,294 violative pay periods × \$100.

16 It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
17 penalties "based on the facts and circumstances of a particular case" when "to do otherwise would result
18 in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(h). In
19 reducing PAGA penalties, courts have considered issues including whether the employees suffered
20 actual injury from the violations, whether the defendant was aware of the violations, and the employer's
21 willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018)

22
23 ³ *See also Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSCKX, 2019 WL 2436998, at *5
24 (C.D. Cal. June 10, 2019) ("employers are not subject to heightened penalties . . . until a court or
25 commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered
26 evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA's
27 heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in
28 controversy"); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014
WL 4961182 (C.D. Cal., October 2, 2014) ("Under the Labor Code, if an employer does not have notice
that they are committing a violation, they are not subject to the heightened penalties."); *Trang v. Turbine
Engine Components Technologies Corp.*, No. CV 12-07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal.
Dec. 19, 2012) ("courts have held that employers are not subject to heightened penalties for subsequent
violations unless and until a court or commissioner notifies the employer that it is in violation of the
Labor Code"), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

(awarding PAGA penalties of only 0.2% of the maximum); *see also* *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—**or 0.21% of the calculated maximum**—and stated that this reduction was warranted because (a) the Court did not believe it was appropriate to impose multiple penalties per pay period in which a violation occurred and (b) imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to comply with meal period obligations and because the court found the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517-18. The Court of Appeal affirmed the lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. If a similar reduction had been applied here, Plaintiff would have recovered only approximately \$5,940 ($\$2,829,400 \times 0.0021$ reduction).⁴

Considering the issues, defenses, and the risks, a \$650,000 settlement for a limited release of PAGA penalties—no individual wage and hour claims will be extinguished by the Settlement—is a fair and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.”

C. The Court Should Award the Requested Attorneys’ Fees in the Amount of Approximately One-Third of the Gross Settlement Fund

For the reasons discussed in detail below, an award of attorneys’ fees in the amount of approximately one-third of the gross settlement fund is fair and reasonable, and in line with what other

⁴ Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also* *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

1 California courts, both state and federal, have awarded in settlements of similar litigation.

2 The PAGA provides that a plaintiff is entitled to recover reasonable attorneys' fees, expenses,
3 and costs. Section 2699(g)(1) of the California Labor Code provides that "[a]ny employee who prevails
4 in any action shall be entitled to an award of reasonable attorney's fees and costs." In a *qui tam* action,
5 reasonable attorneys' fees and costs are typically awarded under the common fund doctrine where, as
6 here, the litigation creates a common fund of money in a specific amount for the benefit of others. PAGA
7 "is a type of *qui tam* action." See *Iskanian*, 59 Cal. 4th at 382. "A *qui tam* action 'is a type of private
8 attorney general lawsuit' [citation], in which 'the *qui tam* plaintiff stands in the shoes of the state or
9 political subdivision [citation].'" *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th
10 487, 501 (2012).

11 A PAGA action is a *qui tam* action because the statute allows the employee plaintiff, acting as
12 the proxy of the State's labor law enforcement agency, to sue his or her employer for Labor Code
13 violations and recover civil penalties that otherwise would have been assessed and collected by the
14 LWDA. See *Iskanian*, 59 Cal. 4th at 382. Indeed, the majority of the civil penalties recovered in a PAGA
15 action are paid to the State, with a smaller portion paid to the aggrieved employees (e.g., 75% paid to the
16 state; 25% paid to the aggrieved employees). See Cal. Lab. Code § 2699(i). Where, as here, a common
17 fund is created in a *qui tam* action by the successful litigation of a plaintiff and her attorneys, the
18 plaintiff's attorneys are entitled to recover their fees from the common fund:

19 Those benefiting from the recovery of the fund, in this case some depositors and eventually
20 the People of the State of California, must bear their share of the cost of litigation. Fees for
21 taxpayers' attorneys will be deducted from the judgment, and each claimant's share
22 reduced proportionately. To the extent the judgment relies upon section 1021.5 for recovery
23 of attorney fees, it must be modified to confine the award of fees to the common fund
24 theory.

23 *Bank of America v. Cory*, 164 Cal. App. 3d 66, 91 (1985) (authorizing common fund fees in a *qui tam*
24 taxpayer suit against certain banks).

25 Likewise, through the successful efforts of Plaintiff and his attorneys, a common fund was
26 created in the amount of \$650,000 for the benefit of the employees and the State of California. Thus,
27 these beneficiaries must bear their share of the costs and attorneys' fees, to be deducted from the gross
28 settlement fund under the common fund theory. *Id.* Such fees are deducted as a percentage of the

1 settlement amount. *See, e.g., Boeing Co. v. Van Gernert*, 444 U.S. 472, 478-482 (1980); *Six (6) Mexican*
2 *Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Williams v. MGM-Pathe*
3 *Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997); *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th
4 Cir. 2003).

5 The California Supreme Court recently upheld the use of the common fund theory of recovery
6 for attorneys' fees in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 506 (2016). In *Laffitte*, the
7 settlement created a common fund of \$19 million. The Court approved the award of attorneys' fees in
8 the amount of one third of the gross \$19 million settlement (e.g., an award of \$6.33 million) under the
9 common fund theory. *Id.* By awarding counsel a percentage of the total recovery, rather than fees based
10 on hours worked, the common fund method encourages attorneys to efficiently litigate to achieve the
11 best results possible. *See Laffitte*, 1 Cal. 5th at 492-494. Indeed, "the percentage method is generally
12 favored in common fund cases because it allows courts to award fees from the fund in a manner that
13 rewards counsel for success and penalizes it for failure. *Id.* at 493 (quoting *In re Rite Aid Corp. Securities*
14 *Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (internal quotations omitted).

15 As a California appellate court very recently confirmed, "fee awards in class actions average
16 around one-third of the recovery' regardless of 'whether the percentage method or the lodestar method is
17 used." *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (quoting *Chavez v.*
18 *Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008)).

19 Consistent with that observation, California state and federal courts routinely award attorneys'
20 fees equaling one-third of the common fund. *See, e.g. Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App.
21 4th 860, 871 (2016) ("33 1/3 percent of the common fund is consistent with, and in the range of, awards
22 in other class action lawsuits"); *Chavez*, 162 Cal. App. 4th at 66 n.11 ("Empirical studies show that,
23 regardless whether the percentage method or the lodestar method is used, fee awards in class actions
24 average around one-third of the recovery."); Eisenberg & Miller, *Attorney Fees in Class Action*
25 *Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35
26 (independent studies of class action litigation nationwide conclude that fees representing one-third of the
27 total recovery is consistent with market rates). Notably, the California Supreme Court in *Laffitte v.*
28 *Robert Half Internat. Inc.* affirmed a fee award representing one-third of the fund. *Laffitte*, 231 Cal. App.

1 4th at 506.

2 A one-third common fund⁵ attorneys' fee award is also consistent with what courts have
3 awarded in other representative action cases. The following list shows PAGA actions where attorneys'
4 fees were awarded on a common fund basis:

- 5 • *Cruz v. Wal-Mart Associates, Inc.*, Los Angeles Superior Court, No. 18STCV03128 (May 28,
6 2021) (approving fee award from PAGA-only settlement of \$5 million against a common fund
of \$15 million);
- 7 • *Jones v. J.C. Penney Corporation*, Los Angeles Superior Court, Case No. BC451823 (April 20,
8 2017) (approving fee award from PAGA-only settlement of \$1.375 million against a common
fund of \$3.2 million (42%));
- 9 • *Garcia v. Macy's*, San Bernardino County Superior Court, Case No. CIVDS1516007 (Sept. 13,
2017) (33.33% fee awarded on \$12,500,000 settlement of a PAGA only case);
- 10 • *Garcia v. Pep Boys*, Orange County Superior Court, Case No. 30-2014-00720574-CU-OE-CJC
(July 14, 2016) (33.33% fee awarded on a \$1,030,000 settlement of a PAGA only case);
- 11 • *Brewer v. Connell Chevrolet*, Orange County Superior Court, Case No. 30-2016-00852123-CU-
OC-CXC (June 15, 2017) (33.33% fee awarded on a PAGA only case);
- 12 • *Perez v. Staffmark Investment, LLC*, Riverside County Superior Court, Case No. MCC1401137
13 (May 23, 2016) (33.33% fee awarded on a \$650,000 settlement of a PAGA only case).

14 An award of fees from the gross settlement amount under the common fund doctrine prevents
15 unjust enrichment of those who benefit from the common fund created through the successful efforts of
16 plaintiff's counsel and furthers the important goal of attracting competent counsel to handle
17 representative actions enforcing minimum labor standards. *Laffitte*, 1 Cal. 5th at 503. In affirming the use
18 of the common fund doctrine in California, the California Supreme Court summarized the benefits of the
19 percentage method of recovery stating: "The recognized advantages of the percentage method—
20 including relative ease of calculation, alignment of incentives between counsel and the class, a better
21 approximation of market conditions in a contingency case, and the encouragement it provides counsel to
22

23 ⁵ Court have also approved fees in amounts greater than one-third of the common fund. *See*
24 *Charles v. JPMorgan Chase Bank*, No. CGC-14-538933 (San Francisco County Superior Court June 18,
2019) (awarding plaintiffs \$2.88 million in attorneys' fees on PAGA penalties totaling \$2.7 million);
25 *Boseman v. VXi Global Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3,
2019) (awarding plaintiff \$750,000 in attorneys' fees and costs on general PAGA penalties totaling
26 \$585,000); *Salas v. Hallmark Aviation Services LP*, No. BC586585 (Los Angeles County Superior
Court February 17, 2017) (awarding plaintiff \$600,000 in attorneys' fees on PAGA penalties totaling
27 \$605,000); *Monroe v. Continental Design Co., Inc.*, No. RG16817667 (Alameda County Superior Court
June 21, 2017) (awarding plaintiff \$110,000 in fees on PAGA penalties totaling \$90,000); *Ramirez v.*
28 *Benito Valley Farms, LLC*, No. 16-CV-04708-LHK, 2017 WL 3670794, at *6 (N.D. Cal. Aug. 25,
2017) (awarding attorneys' fees under the lodestar method with no regard to the proportion of the fees to
civil penalties).

1 seek an early settlement and avoid unnecessarily prolonging the litigation [citations]—convince us the
2 percentage method is a valuable tool that should not be denied our trial courts.” *Id.*

3 For all of these reasons, a common fund fee award in the amount of \$216,667 is fair and
4 reasonable.

5 **D. A Lodestar Cross-Check Confirms that the Requested Attorneys’ Fees Are Fair**
6 **and Reasonable**

7 The trial court may use an abbreviated lodestar “cross-check” for common fund awards if the
8 court considers it useful. *Laffitte II*, 1 Cal. 5th at 504-05. However, under *Laffitte II*, this is not meant to
9 displace the percentage analysis, but rather to act as a backstop. Indeed, the Supreme Court expressly
10 instructed that “the lodestar calculation, when used in this manner, does not override the trial court’s
11 primary determination of the fee as a percentage of the common fund and thus does not impose an
12 absolute maximum or minimum on the fee award.” *Laffitte II*, 1 Cal. 5th at 505. Critically, the Court in
13 *Laffitte II* emphasized that only where the “multiplier calculated by means of a lodestar cross-check is
14 **extraordinarily high or low**” should the court “consider whether the percentage should be adjusted so
15 as to bring the imputed multiplier within a justifiable range.” *Id.* (emphasis added). Accordingly, when
16 the cross-check multiplier is within a normal range, the lodestar-cross check does not provide a basis for
17 a court to reduce the fee award. Furthermore, in conducting a lodestar cross-check, the court is not
18 “required to closely scrutinize each claimed attorney-hour.” *Laffitte II*, 1 Cal. 5th at 505. An evaluation
19 may be done by reviewing “counsel declarations summarizing overall time spent.” *Id.*

20 In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by
21 multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re*
22 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested
23 rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region.
24 *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community
25 for comparable legal services even though party used in-house counsel). Here, Plaintiff’s Counsel’s
26 hourly rates are comparable to, or less than, those charged by other representative action plaintiffs’
27 counsel and the firms defending PAGA actions, and have been approved by numerous federal and state
28 courts. (Perez Decl. ¶¶ 10-13, Ex. 2.)

1 Likewise, the total attorney hours expended on this action are reasonable and in line with
2 comparable cases. In determining the reasonableness of the hours expended, “the court should defer to
3 the winning lawyer’s professional judgment as to how much time he was required to spend on the case;
4 after all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243
5 Cal. App. 4th 88, 104 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir.
6 2008)). Plaintiff’s Counsel billed a total of approximately 160 hours. (Perez Decl. ¶ 10.)

7 Multiplying the total hours billed by Plaintiff’s Counsel to the litigation by their reasonable
8 hourly rates yields a lodestar of \$105,587.50. (*Id.*) Applying a 2 multiplier to that lodestar yields the
9 requested fees. A 2 multiplier is not “extraordinarily high”—to the contrary, the normal range for a
10 multiplier on a lodestar cross-check “can range from 2 to 4 or even higher.” *Wershba v. Apple Computer,*
11 *Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th
12 Cir. 2002) (multipliers “ranging from one to four are frequently awarded ... when the lodestar method is
13 applied”; affirming fees where the cross-check multiplier is 3.65).

14 Courts routinely accept multipliers ranging from 2 to 4 on a lodestar cross-check. *See, e.g., Sutter*
15 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a
16 lodestar cross-check); *Chavez.*, 162 Cal. App. 4th at 66 (applying a 2.5 multiplier in a consumer class
17 action); *Willner v. Manpower Inc.*, No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22,
18 2015) (approving a 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells*
19 *Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys’ fees that resulted in
20 lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358,
21 at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations).

22 Indeed, courts following *Laffitte* have reaffirmed that a multiplier between 2 and 4 to be
23 reasonable and not so “extraordinarily high” as to require greater judicial scrutiny. *See Spann v. J.C.*
24 *Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal. Sept. 30, 2016) (finding that a 3.07 multiplier is
25 “well within the range for reasonable multipliers” under *Laffitte II*); *Beaver v. Tarsadia Hotels*, No. 11-
26 CV-01842-GPC-KSC, 2017 WL 4310707, at *13 (S.D. Cal. Sept. 28, 2017) (“The one-third fee Class
27 Counsel seeks reflects a multiplier of 2.89 on the lodestar which is reasonable for a complex class action
28 case.”).

1 The lodestar cross-check thus confirms that Plaintiff's fee request is fair and reasonable and
2 should be approved.

3 **E. The Requested Recovery In Litigation Expenses Is Reasonable**

4 Plaintiff's Counsel are entitled to reimbursement of their discretionary litigation costs. Cal. Lab.
5 Code § 2699(g)(1). Out-of-pocket discretionary expenses are compensable if they would normally be
6 billed to a fee-paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991),
7 *overruled in part on other grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142
8 (2008). Such discretionary costs may be claimed as part of an attorneys' fees motion when seeking
9 statutory fees under the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1218
10 n.27 (2008) (awarding costs that are necessarily incurred). The following chart reflects the costs incurred
11 by Plaintiff's Counsel:

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$1.25
Court Fees, Courier Fees, Filings & Service of Process	\$1,132.10
Fountain Consulting, Inc. (data analysis)	\$3,100.00
Mediation Fees	\$7,000.00
Postage & Mailings	\$0.63
Research Services (PACER, Westlaw, etc.)	\$52.29
Total	\$11,286.27

17
18 (Perez Decl. ¶ 14.)

19 Because these reasonable costs were necessarily incurred during the case's pendency, these costs
20 are reasonable and should be awarded. *See also* Cal. Civ. Pro. Code § 1033.5(c)(4) ("[i]tems not
21 mentioned in this section and items assessed upon application may be allowed or denied in the court's
22 discretion."); *Hsu v. Semiconductor Sys., Inc.*, 126 Cal. App. 4th 1330, 1341 (2005) ("[W]hile it is
23 reasonable to interpret a general contractual cost provision by reference to an established statutory
24 definition of costs, we do not discern any legislative intent to prevent sophisticated parties from freely
25 choosing a broader standard authorizing recovery of reasonable litigation charges and expenses.").

26 **F. The Court Should Approve the Negotiated Service Award Payment**

27 Paragraphs 16 of the PAGA Settlement Agreement provides that Defendants will pay Plaintiff
28 the sum of \$10,000 for his service on behalf of the LWDA and Aggrieved Employees, and for a general

1 release of all claims arising out of his employment. This release covers not only the settled PAGA claims
2 but any and all claims arising out of Plaintiff's employment.

3 The additional settlement payment is justified in light of the reputational risk that Plaintiff
4 assumed by litigating claims against a former employer. *See Billingham v. Tractor Supply Co.*, 306
5 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding "personal detriment" upon testimony that future
6 employers can easily learn that a prospective employee served as a plaintiff through the internet); *see*
7 *also Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS 126026, at **4, 20
8 (S.D.N.Y. Oct. 28, 2011) ("[T]he fact that a plaintiff has filed a federal lawsuit is searchable on the
9 internet and may become known to prospective employers when evaluating the person . . . Even where
10 there is not a record of actual retaliation, notoriety, or personal difficulties, [representative Plaintiffs]
11 merit recognition for assuming the risk of such for the sake of absent [parties].").

12 Employers commonly screen employee candidates to determine whether they have ever filed
13 suit, and employee candidates who might be branded "litigious" are likely to be screened out of the
14 process. In fact, an entire industry has developed for providing employers with background information
15 on employee candidates. By bringing this action against an employer, Plaintiff has assumed considerable
16 reputational risk that may impact his ability to find employment in the future. *La Fleur v. Medical*
17 *Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25, 2014)
18 (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the lawsuit will harm
19 their future job prospects in the industry).

20 Second, the separate settlement payment is reasonable because Plaintiff "remained fully
21 involved and expended considerable time and energy during the course of the litigation." *See In re Toys*
22 *'R' Us-Del FACTA Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiff devoted his time and effort
23 toward assisting his attorneys with the prosecution of the claims, and assisted counsel with finalizing the
24 settlement.

25 The separate payment is also appropriate because Plaintiff otherwise "will not gain any benefit
26 beyond that [he] would receive as an ordinary [Aggrieved Employee]." *In re Toys "R" Us FACTA*
27 *Litig.*, 295 F.R.D. at 472; *Van Vranken*, 901 F. Supp. at 299 (holding that a substantial award is
28 appropriate where a [representative's] claim made up "only a fraction of the common fund."). Here,

absent the separate payment, Plaintiff will recover no more than other Aggrieved Employees, despite undergoing personal sacrifice in bringing this suit on behalf of the State of California and Aggrieved Employees.

Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiff to receive a modest additional payment from the settlement as a “bounty” for his special effort in vindicating the State’s interests by enforcing its labor laws. *See Iskanian*, 59 Cal. 4th at 382 (“A PAGA representative action is therefore a type of qui tam action.”); *see also People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th 487, 500 (2012) (“The person who brings the qui tam action, called the ‘relator,’ stands in the shoes of the People of the State of California, who are deemed to be the real party in interest . . . The relator in a qui tam action under section 1871.7 does not personally recover damages but, if successful, receives [a portion] of the recovery as a bounty.”) (internal citations omitted).

Such a payment incentivizes employees to step forward to enforce the Labor Code. *See MMM Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) (“The bounty advances the public purpose and benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only means of inducing such private parties to come forward with their information.”) (internal quotations omitted). This is especially important in this context, as “the lack of government resources to enforce the Labor Code led to a legislative choice to deputize and incentivize employees uniquely positioned to detect and prosecute such violations through the PAGA.” *Iskanian*, 59 Cal. 4th at 390. Absent the incentive payment, fewer employees would be willing to step forward, and PAGA’s primary purpose—enforcement of the Labor Code—would be substantially undermined.

IV. CONCLUSION

The Parties have negotiated a fair and reasonable settlement of Plaintiff’s PAGA claims. Having appropriately presented the materials and information necessary for approval, the Parties request that the Court approve the PAGA Settlement Agreement.

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Dated: June 13, 2024

Respectfully submitted,

By: _____

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CHRISTIAN PLUMEDA, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

vs.

SAN DIEGO COMPOSITES, INC., a California
corporation; APPLIED COMPOSITE
STRUCTURES, INC., a Delaware corporation;
ALLIANCE SPACESYSTEMS, LLC, a
California limited liability company; APPLIED
COMPOSITES HOLDINGS, LLC, a Delaware
limited liability company and DOES 1 through 10,
inclusive,

Defendants.

Case No. 37-2021-00040002-CU-OE-CTL

Assigned to the Hon. Loren G. Freestone

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: July 12, 2024
Time: 10:30 a.m.
Place: Department C-64

Complaint Filed: September 20, 2021
Trial Date: None Set

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1. I am an attorney licensed to practice before all courts of the State of California. I am a Partner at Capstone Law APC (“Capstone” or “Plaintiff’s Counsel”), counsel for Plaintiff Christian Plumedra (“Plaintiff”) in the above-captioned action. Unless indicated otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them. I make this declaration in support of the Motion for Court Approval of the Parties’ PAGA Settlement.

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1 collusive, and Mr. Feder helped to manage the Parties' expectations and provided a useful, neutral
2 analysis of the issues and risks to both sides. With Mr. Feder's guidance, the Parties were eventually able
3 to negotiate a complete settlement of Plaintiff's claims. The terms of the settlement are now set forth in
4 complete and final form in the PAGA Settlement Agreement, attached as Exhibit 1. A copy of the
5 PAGA Settlement Agreement has been uploaded to the LWDA's website.

6 4. It is my opinion that the Settlement constitutes a fair, adequate, and reasonable
7 compromise of the PAGA claims at issue. This opinion is informed by my experience litigating and
8 settling wage and hour actions, and my firm's thorough investigation into the factual and legal issues
9 implicated by Plaintiff's claims, and Defendants' defenses.

10 5. Prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the factual
11 bases for pursuing an action against Defendants for Labor Code violations. Plaintiff was intimately
12 familiar with Defendants' labor policies and practices, and over the course of multiple interviews,
13 knowledgeably summarized those policies and practices to Plaintiff's Counsel. During those interviews,
14 he explained how the policies and practices were instituted and provided valuable insight into how they
15 gave rise to the alleged Labor Code violations. Based on these interviews with Plaintiff, Plaintiff's
16 Counsel determined that there were legally sufficient grounds for pursuing an action against Defendants.

17 6. Plaintiff's Counsel prepared a detailed letter (17 pages) to notify the LWDA of
18 Plaintiff's intent to seek civil penalties and other available relief recoverable under PAGA for Labor
19 Code violations. Significant research and effort were expended to prepare a PAGA notice that was
20 consistent with the developing legal requirements so as to withstand any challenge from Defendants
21 regarding the notice's sufficiency. And in preparation for drafting the complaint, Plaintiff's Counsel
22 conducted their own preliminary investigation into the factual bases for Plaintiff's claims, which entailed,
23 *inter alia*, a careful examination of Plaintiff's employment records.

24 7. In response to Plaintiff's informal discovery requests, Plaintiff's Counsel received a
25 considerable amount of documents and data, including employee demographic data, a sample of
26 Aggrieved Employees' time and pay records, and Defendants' California labor policies and procedures
27 manuals which covered a broad range of topics including, *inter alia*, employee clock-in policies and
28 procedures, attendance policies, meal periods/rest periods, overtime & premium pay, etc. The document

and data exchanges allowed Plaintiff's Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to make an independent assessment of the reasonableness of the settlement's terms.

8. In summary, Plaintiff's Counsel performed a thorough investigation into the claims at issue, which included: (1) determining Plaintiff's suitability through interviews, background investigations, and analyses of his employment files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3) researching similar PAGA actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a sample of Aggrieved Employees' time and wage records; (5) reviewing Defendants' labor policies and procedures manuals; (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

9. By engaging in such a thorough investigation and evaluation of Plaintiff's PAGA claims, Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, and various defenses asserted by Defendants.

ATTORNEYS' FEES AND COSTS

10. I have reviewed a summary of the billing records for this action, which are maintained during the regular course of business and billed contemporaneously. The bill for attorneys' fees is summarized in the chart below:

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$950	20.3	\$19,285.00
Mark Ozzello	Fmr. Senior Counsel	1984	\$950	11.1	\$10,545.00
Bevin Allen Pike	Partner	2002	\$750	20.8	\$15,600.00
John Stobart	Senior Counsel	2007	\$650	16.5	\$10,725.00
Jamie Greene	Partner	2007	\$650	4.1	\$2,665.00
Anthony Castillo	Senior Counsel	2009	\$625	21.1	\$13,187.50
Brandon Brouillette	Fmr. Senior Counsel	2010	\$600	7.2	\$4,320.00
Trisha Monesi	Associate	2015	\$525	6.9	\$3,622.50
Alexander Lima	Associate	2019	\$475	39.1	\$18,572.50
Joseph Hakakian	Fmr. Associate	2018	\$475	10.8	\$5,130.00
Julian Quattlebaum	Fmr. Associate	2020	\$450	4.3	\$1,935.00

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Total				162.2	\$105,587.50

11. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years. *See, e.g., Madrigal v. Solage Management, Inc.*, No. CIV2100081 (Marin County Superior Court Dec. 5, 2023) (approving Capstone's rates for Associates (\$425-\$475) and Senior Counsel/Partners (\$625-\$950)); *Juarez v. TWM/Fresno, LLC*, No. STK-CV-UOE-2022-0002562 (San Joaquin County Superior Court Nov. 16, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625-\$950)); *Jimenez v. Apple Core Enterprises, Inc.*, No. CIVSB2134762 (San Bernardino County Superior Court Nov. 7, 2023) (approving Capstone's rates for Associates (\$425) and Senior Counsel/Partners (\$625-\$950)); *Ortega v. Cirks Construction, Inc.*, No. 34-2022-00316370-CU-OE-GDS (Sacramento County Superior Court Oct. 4, 2023) (approving Capstone's rates for Associates (\$475-\$500) and Senior Counsel/Partners (\$600-\$950)); *Rodriguez v. Imperial Western Products, Inc.*, No. CVRI2000071 (Riverside County Superior Court Sep. 20, 2023) (approving Capstone's rates Senior Counsel/Partners (\$625-\$950)); *Garcia v. Barney's College, Inc.*, No. RG21113350 (Alameda County Superior Court June 12, 2023) (approving Capstone's rates for Associates (\$450-\$475) and Senior Counsel/Partners (\$650 to \$950)); *Gonzaga v. Molina Healthcare, Inc.*, No. 21STCV03598 (Los Angeles County Superior Court Feb. 2, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Amaral v. Unify Financial Credit Union*, No. 20STCV36466 (Los Angeles County Superior Court Jan. 31, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Johnson v. Equity Residential Services, LLC*, No. MSC19-02145 (Contra Costa County Superior Court Nov. 1, 2022) (approving Capstone's rates for Associates (\$500) and Senior Counsel/Partners (\$625 to \$950)); *Lopez v. Big Creek Lumber Company*, No. 21CV-00613 (Merced County Superior Court Oct. 31, 2022) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Villagomez v. Agemark Corp.*, No. CV-19-004058 (Stanislaus County Superior Court Oct. 19, 2022) (approving Capstone's rates for Senior Counsel and Partners (\$625 to \$950)); *Ceja v. El Toro Loco Market, LLC*, No. BCV-21-101202 (Kern County Superior Court Oct. 12, 2022) approving Capstone's rates for

1 Associates (\$475-\$525) and Senior Counsel/Partners (\$625 to \$950)); *Espinosa v. Alliance Healthcare*
2 *Services, Inc.*, No. 37-2020-00011228-CU-OE-CTL (San Diego County Superior Court Oct. 10, 2022)
3 (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$600 to \$950)); *Piana v.*
4 *LoanDepot.com, LLC*, No. 30-2017-00913164-CU-OE-CXC (Orange County Superior Court Apr. 1,
5 2022) (approving Capstone's rates for Associates (\$295 to \$345) and Senior Counsel/Partners (\$485 to
6 \$775)); *Tomlinson v. U.S. Bancorp*, No. 19STCV09493 (Los Angeles County Superior Court March 17,
7 2022) (approving Capstone's rates for Associates (\$265 to \$295) and Senior Counsel/Partners (\$485 to
8 \$775)); *Parks v. Davidson Hotel Company, LLC*, No. 37-2018-00036699-CU-OE-CTL (San Diego
9 Superior Court Feb. 17, 2022) (approving Capstone's rates for Associates (\$295 to \$485) and Senior
10 Counsel/Partners (\$485 to \$775); *Bejar v. Maxco Supply, Inc.*, No. BCV-20-101653 (Kern County
11 Superior Court Feb. 9, 2022) (approving Capstone's rates for Senior Counsel/Partners from \$485 to
12 \$775).

13 12. Other courts have approved hourly rates in this range for plaintiff's side law firms. *See*
14 *Marshall v. Northrup Grumman Corp.*, No. 16-cv-06794, 2020 WL 5668935, at *7 (C.D. Cal. Sept. 18,
15 2020) (approving attorney rates between \$490 and \$1,060 per hour); *Edwards v. First Am. Corp.*, No.
16 07-cv-03796, 2016 WL 8999934, at *5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 found reasonable);
17 *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, No. 15-cv-01614, 2018 WL 8334858, at *6 (C.D. Cal.
18 July 30, 2018) (approving billing rates between \$600 and \$825 per hour for attorneys with more than ten
19 years of experience, \$325 to \$575 per hour for attorneys with 10 or fewer years of experience, and \$250
20 per hours for paralegals and clerks); *Gutierrez v. Wells Fargo Bank, N.A.*, No. 07-cv-05923, 2015 WL
21 2438274, at *5 (N.D. Cal. May 21, 2015) (rates ranging \$475-\$975 for partners, \$300-\$490 for
22 associates); *In re Toyota Motor Corp. Unint. Accel. Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 10-
23 ml-02151, 2013 WL 12327929, at *33 n.13 (C.D. Cal. July 24, 2013) (rates ranging from \$150-\$950);
24 *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at *10 (C.D. Cal. Nov. 21,
25 2022) (finding that, in Los Angeles, partners litigating class action matters have hourly rates ranging
26 from \$304 to \$965, and associates have hourly rates ranging from \$287 to \$719); *Alvarez v. Sirius XM*
27 *Radio Inc.*, No. CV 18-8605 JVS(SSX), 2021 WL 1234878, at *11 (C.D. Cal. Feb. 8, 2021) (finding
28 hourly rates ranging from \$450 for an associate to \$950 for a partner "are reasonable given prevailing

rates in the Los Angeles region”); *In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, 2023 WL 3688452, at *15 (N.D. Cal. May 25, 2023) (approving rates in a class action of \$875–\$1,195 per hour for partners; \$385–\$850 per hour for associates).

13. Finally, Capstone’s rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. *See* Exhibit 2.

14. As summarized in the table below, counsel has incurred a total of \$11,286.27 in costs and expenses to date.

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$1.25
Court Fees, Courier Fees, Filings & Service of Process	\$1,132.10
Fountain Consulting, Inc. (data analysis)	\$3,100.00
Mediation Fees	\$7,000.00
Postage & Mailings	\$0.63
Research Services (PACER, Westlaw, etc.)	\$52.29
Total	\$11,286.27

CAPSTONE LAW APC FIRM PROFILE

15. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues.

16. In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for our work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

17. Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

18. Capstone has made important contributions to consumer protection law. In *McGill v.*

1 *Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the
2 right to seek public injunctive relief under the state’s consumer protection laws cannot be waived and
3 that consumers need not satisfy class certification requirements to enjoin unfair business practices on
4 behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed
5 a denial of class certification, making law that clarified the use of “benefit of the bargain” damages
6 models in consumer class actions.

7 19. Capstone served as class counsel in a number of significant wage and hour settlements,
8 including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case
9 No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v.*
10 *Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of
11 pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour*
12 *Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an
13 \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.

14 20. Capstone has an established practice in automotive defect class actions and is currently
15 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.
16 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.,*
17 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

18 21. Capstone has settled over 100 high-stakes class and representative actions. Capstone’s
19 settlements have directly compensated hundreds of thousands of California workers and consumers.
20 Capstone’s actions have also forced employers to modify their policies for the benefit of employees,
21 including changing the compensation structure for commissioned employees and changing practices to
22 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA
23 enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of
24 California.

25 22. The following is a representative sample of Capstone’s settlements:

- 26 a. *Navarro v. United Parcel Service, Inc.*, No. BC592098 (LA County
27 Superior Court): gross settlement of \$16.5 million on behalf of
28 approximately 180,000 non-exempt employees for wage and hour

violations;

- b. *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- c. *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- d. *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- e. *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- f. *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- g. *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- h. *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- i. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- j. *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- k. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP

1 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt
2 employees;

- 3 l. *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross
4 settlement of nearly \$5 million on behalf of over 100,000 non-exempt
5 workers for meal break and wage statement claims;
- 6 m. *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.):
7 gross settlement of nearly \$5 million on behalf of 2,700 non-exempt
8 employees following contested certification;
- 9 n. *Asghari v. Volkswagen Group of North America*, Case No. 13-02529
10 (C.D. Cal.): Settlement providing complementary repairs of oil
11 consumption defect, reimbursement for repairs, and extended warranty
12 coverage of certain Audi vehicles valued at over \$20 million;
- 13 o. *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.):
14 Settlement providing complimentary electric vehicle charging cards and
15 extending warranty coverage for the electric battery on the Nissan Leaf
16 valued at over \$10 million.

17 23. Attached as Exhibit 3 is a true and correct copy of Capstone's firm resume.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed this 13th day of June, 2024, at Los Angeles, California.

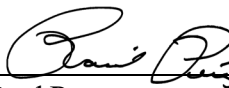
20 
21 Raul Perez

Exhibit 1

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

CHRISTIAN PLUMEDA, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

v.

SAN DIEGO COMPOSITES, INC., a
California corporation; APPLIED COMPOSITE
STRUCTURES, INC., a Delaware corporation;
ALLIANCE SPACESYSTEMS, LLC, a
California limited liability company; APPLIED
COMPOSITES HOLDINGS, LLC, a Delaware
limited liability company and DOES 1 through
10, inclusive,

Defendants.

Case No. 37-2021-00040002-CU-OE-CTL

Assigned for all purposes to the Hon. Loren G.
Freestone, Dept. C-64

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of San Diego (“Court”), Plaintiff Christian Plumeda (“Plaintiff”) and Defendants San Diego Composites, Inc., Alliance SpaceSystems, LLC, Applied Composite Structures, Inc., and Applied Composites Holdings, LLC (“Defendants”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the action entitled *Plumeda v. San Diego Composites, Inc. et al.*, No. 37-2021-00040002-CU-OE-CTL (San Diego County Superior Court) (the “Action”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Plumeda v. San Diego Composites, Inc. et al.*, No. 37-2021-00040002-CU-OE-CTL (San Diego County Superior Court).
2. “Aggrieved Employees” means all persons who were employed by Defendants in the State of California in non-exempt, hourly paid positions and who received at least one wage statement at any time during the period from July 15, 2020 through April 30, 2023.
3. “Court” means the Superior Court for the State of California, County of San Diego.
4. “Gross Settlement Amount” means the settlement amount of Six Hundred Fifty Thousand Dollars (\$650,000) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Action.
5. “LWDA” means the California Labor and Workforce Development Agency.
6. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees and Costs, Service Award, and Settlement Administrator Costs.
7. “Plaintiff’s Counsel” means Capstone Law APC.
8. “Service Award” means the amount to be paid to Plaintiff as payment for his service on behalf of the LWDA and Aggrieved Employees and for a general release of all claims arising out of his employment with Defendants.
9. “Settled Claims” means any and all Plaintiff Released Claims and PAGA Released

1 Claims defined in section 17 of this Agreement.

2 10. "Settlement Period" means the period from July 15, 2020 through April 30, 2023.

3 11. "Effective Date" means the date the Court approves the settlement described in this
4 Agreement and dismisses the Action with prejudice.

5 **TERMS**

6 12. Gross Settlement Amount. In consideration for Plaintiff's promises and representations
7 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,
8 Defendants will pay Six Hundred Fifty Thousand Dollars (\$650,000) ("Gross Settlement Amount") to
9 settle the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and
10 expenses, consideration for Plaintiff's service on behalf of the LWDA and Aggrieved Employees,
11 Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share
12 of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert
13 to, Defendants. The Parties agree that there are no circumstances that would require Defendants to pay
14 any amount greater than the Gross Settlement Amount in connection with this Agreement unless the
15 escalator clause in 13(c) herein is invoked.

16 13. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees
17 and the LWDA in full satisfaction of all Settled Claims. Pursuant to PAGA, Seventy-Five Percent (75%)
18 of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%)
19 will be paid to all Aggrieved Employees according to the following formula:

20 13(a) Defendants will calculate: (i) the total number of pay periods worked by
21 each Aggrieved Employee during the Settlement Period, and (ii) the total
22 number of pay periods worked by all Aggrieved Employees during the
23 Settlement Period.

24 13(b) To determine each Aggrieved Employee's payment from the PAGA
25 Penalties Fund, Defendants will use the following formula: Settlement
26 Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by
27 Individual Aggrieved Employee During the Settlement Period ÷ Total Pay
28 Periods Worked by All Aggrieved Employees during the Settlement

Period].

13(c) Escalator Clause. This settlement is based on Defendants' representation that there are approximately 28,294 pay periods worked by the Aggrieved Employees from July 15, 2020 through April 30, 2023. If the number of pay periods exceeds this amount by 10% or more (i.e. more than 31,124 pay periods) for that same period, Defendants shall pay an increased Gross Settlement Amount proportionate to the increase over the 10% threshold. For example, if the final number of pay periods is 15% greater than 28,294, the Gross Settlement Amount will increase by 5%.

14. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than Two Hundred Sixteen Thousand Six Hundred Sixty Seven Dollars (\$216,667), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fifteen Thousand Dollars (\$15,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

15. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately 838 Aggrieved Employees, Settlement Administration Costs are estimated at Five Thousand Five Hundred Dollars (\$5,500).

16. Service Award. For the general release of all claims set forth in 17(b) below, and for his service on behalf of the LWDA and Aggrieved Employees, Defendants agree not to oppose or impede any application or motion by Plaintiff for a service award of up to Ten Thousand Dollars (\$10,000) ("Service Award").

17. Release and Waiver of Settled Claims

17(a) Limited Release by Aggrieved Employees. Upon the Effective Date and subject to Defendants' full payment of the Gross Settlement Amount, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendants, and each of their present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, members, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting on their behalf (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description under PAGA, which were alleged or which could have been alleged based on the facts asserted in the operative complaint in the Action and/or in Plaintiff's PAGA notice to the LWDA dated July 15, 2021 ("PAGA Released Claims") that accrued during the Settlement Period, including without limitation, claims for failure to pay all wages due, including overtime, due and owing during employment, provide all meal periods or premium compensation in lieu thereof, authorize and permit all rest breaks or premium compensation in lieu thereof, provide one day's rest in seven, pay reporting time pay, reimburse all necessary business expenses, pay for costs incurred in having to obtain mandatory physical examinations and/or drug testing, timely pay all wages during employment and due upon separation of employment, issue complete and accurate wage statements, private written notice of information material to employment, and provide safety devices and safeguards, and for violation and/or based on California Labor Code §§ 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, 6403,

1 the corresponding provisions of the applicable IWC Wage Order, and all
2 claims for attorneys' fees and costs in connection therewith. The Aggrieved
3 Employees' PAGA Released Claims include all such claims, whether
4 known or unknown by the releasing party. Thus, even if an Aggrieved
5 Employee discovers facts in addition to or different from those that they
6 now know or believe to be true with respect to the subject matter of the
7 Aggrieved Employees' PAGA Released Claims, e.g. the claims brought in
8 Plaintiff's operative complaint in the Action or that could have been brought
9 based on the facts therein, those claims will remain released and forever
10 barred. Therefore, solely with respect to those PAGA Released Claims,
11 Plaintiff, the Aggrieved Employees, and the State of California expressly
12 waive and relinquish the provisions, rights and benefits of California Civil
13 Code section 1542, which provides: **A GENERAL RELEASE DOES**
14 **NOT EXTEND TO CLAIMS THAT THE CREDITOR OR**
15 **RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
16 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
17 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,**
18 **WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
19 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

20 17(b) General Release by Plaintiff Plumedra. Upon the Effective Date and subject
21 to Defendants' full payment of the Gross Settlement Amount, Plaintiff
22 Plumedra shall be deemed to have fully, finally, and forever released the
23 Released Parties from any and all claims, obligations, demands, actions,
24 rights, causes of action, and liabilities against the Released Parties, of
25 whatever kind and nature, character, and description, whether in law or
26 equity, whether sounding in tort, contract, federal, state and/or local law,
27 statute, ordinance, regulation, common law, or other source of law, whether
28 known or unknown, and whether anticipated or unanticipated, including

1 unknown claims covered by Civil Code Section 1542, arising through the
2 date of his signature hereon, for any type of relief, including, without
3 limitation, claims for wages, damages, unpaid costs, penalties, liquidated
4 damages, punitive damages, interest, attorneys' fees, litigation costs,
5 restitution, or equitable relief. These claims include, but are not limited to,
6 the PAGA Released Claims, as well as any other claims under any provision
7 of the California Labor Code or any applicable California Industrial Welfare
8 Commission Wage Orders, and claims under local, state, or federal
9 discrimination statutes, including, without limitation, the California Fair
10 Employment and Housing Act, California Government Code §§ 12940 *et*
11 *seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the
12 California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C.
13 §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et*
14 *seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C.
15 §§ 1001 *et seq.*; and all of their implementing regulations and interpretive
16 guidelines ("Plaintiff Released Claims"). With respect to these Plaintiff
17 Released Claims as described in this Section, Plaintiff Plumeda shall be
18 deemed to have expressly waived and relinquished, to the fullest extent
19 permitted by law, the provisions, rights, and benefits he may otherwise have
20 had pursuant to Section 1542 of the California Civil Code, which provides
21 as follows:

22 **A general release does not extend to claims that the creditor**
23 **or releasing party does not know or suspect to exist in his or**
24 **her favor at the time of executing the release and that, if**
25 **known by him or her, would have materially affected his or**
26 **her settlement with the debtor or released party.**

27 Notwithstanding Section 1542, Plaintiff understands and agrees that this
28 Agreement shall act as a release of all future claims that may arise from

1 Plaintiff Plumedá's employment or separation from employment with
2 Defendants, or any other matters that existed between Plaintiff Plumedá and
3 the Released Parties up to the date of this Agreement, whether such claims
4 are currently known or unknown, and that Plaintiff intentionally waives any
5 rights he may have under the provisions of Section 1542, as well as under
6 any other statutes or common law principles of similar effect in the State of
7 California or in any other state.

8 18. Plaintiff understand and agrees that this Settlement Agreement and the general release
9 set forth in 17(b) above shall remain in full force and effect even if the full amount of Service Award
10 sought by Plaintiff is not ultimately awarded by the Court.

11 19. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
12 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the
13 Court issue an order and judgment approving and incorporating by reference the terms and conditions of
14 the Settlement Agreement (the "Order and Judgment").

15 20. Funding of the Settlement. Within fifteen (15) business days after entry of the Order and
16 Judgment, Defendant will deposit half of the Gross Settlement Amount (\$325,000) into the QSF to be
17 established by the Settlement Administrator. Within one hundred and eighty (180) days after entry of the
18 Order and Judgment, Defendant will deposit the remaining half of the Gross Settlement Amount
19 (\$325,000) into the QSF established by the Settlement Administrator. Within, fourteen (14) calendar
20 days after the full funding of the Settlement, the Settlement Administrator will issue payments to: (a)
21 Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's
22 Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax
23 forms for all payments issued under this Settlement.

24 21. List of Aggrieved Employees. Within fifteen (15) business days after entry of the Order
25 and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved
26 Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft
27 Office Excel and will include each Aggrieved Employees full name; last known mailing address and
28 telephone number; Social Security number; the respective number of pay periods during which each

1 Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to
2 calculate settlement payments.

3 22. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
4 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
5 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a
6 search based on the National Change of Address Database for information to update and correct for any
7 known or identifiable address changes. Any checks returned as non-deliverable on or before the check
8 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
9 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
10 to determine the correct address using a skip-trace, or other search using the name, address or Social
11 Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.
12 Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain
13 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be
14 tendered to the LWDA. All settlement payments to Aggrieved Employees will be treated as
15 miscellaneous income for which a 1099 will be issued.

16 23. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved
17 Employees will be forever barred from pursuing against Defendants any and all Settled Claims during
18 the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released
19 any individual wage and hour claims by virtue of this Settlement.

20 24. No Right to Exclusion or Objections by Representative Action Members. Because this
21 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
22 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
23 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
24 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
25 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
26 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

27 25. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
28 herein will not be utilized to calculate any additional benefits under any benefit plans to which any

1 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
2 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
3 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
4 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

5 26. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
6 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
7 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
8 action or right herein released and discharged.

9 27. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
10 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
11 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
12 and the Parties will be returned to their original respective positions and Defendants shall have no
13 obligation to pay any of the Gross Settlement Amount.

14 28. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
15 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
16 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
17 as may be appropriate under court rules or as set forth in this Settlement.

18 29. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
19 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
20 on the Parties.

21 30. Amendment or Modification. This Settlement Agreement may be amended or modified
22 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
23 Parties, and approved by the Court.

24 31. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
26 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
27 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
28 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each

1 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
2 reach agreement on the form or content of any document needed to implement the Settlement, or on any
3 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
4 may seek the assistance of the Court to resolve such disagreement.

5 32. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
6 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 33. California Law Governs. All terms of this Settlement Agreement will be governed by
8 and interpreted according to the laws of the State of California.

9 34. Execution and Counterparts. This Settlement Agreement is subject only to the execution
10 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
12 scanned copies of the signature pages, will be deemed to be one and the same instrument.

13 35. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
14 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
15 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
16 they are each represented by competent counsel and that they have had an opportunity to consult with
17 their counsel regarding the fairness and reasonableness of this Settlement.

18 36. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
19 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
20 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

21 37. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
24 valid and enforceable.

25 38. Captions. The captions and section numbers in this Settlement Agreement are inserted
26 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
27 provisions of this Settlement Agreement.

28 39. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement

1 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
2 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

3 40. Enforcement Action. In the event that one or more of the Parties institutes any legal
4 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
5 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
6 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
7 expert witness fees incurred in connection with any enforcement actions.

8 41. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
9 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
10 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
11 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
12 all Parties have contributed to the preparation of this Settlement Agreement.

13 42. Representation By Counsel. The Parties acknowledge that they have been represented
14 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
15 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
16 in full.

17 43. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
18 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
19 Settlement Agreement.

20 44. Binding Agreement. The Parties warrant that they understand and have full authority to
21 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
22 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
23 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
24 under federal or state law.

25 45. Denial of Liability. The Parties expressly recognize that the making of this agreement
26 does not in any way constitute an admission or concession of wrongdoing on the part of Defendants.
27 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
28 discussions or communications, nor any materials prepared, exchanged, issued or used during the

pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 3/26/2024

DocuSigned by:

Christian Plumed

9793974211AA4EF...

DEFENDANTS

Dated: 6/5/2024

Paul Garcia

Name of Authorized Signatory
San Diego Composites, Inc., Alliance SpaceSystems,
LLC, Applied Composite Structures, Inc., and
Applied Composites Holdings, Inc.

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: March 26, 2024

Raul Perez

Raul Perez

JEFFER MANGELS BUTLER & MITCHELL LLP

Dated: June 12, 2024

B. Arnold

Barbra A. Arnold

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Plumeda v. San Diego Composites, Inc. et al.*,
No. 37-2021-00040002-CU-OE-CTL (San Diego County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Plumeda v. San Diego Composites, Inc. et al.*, No. 37-2021-00040002-CU-OE-CTL (San Diego County Superior Court) (the “Action”).

The Action was filed against Defendants San Diego Composites, Inc., Alliance SpaceSystems, LLC, Applied Composite Structures, Inc., and Applied Composites Holdings, Inc. (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Defendant San Diego Composites, Inc. on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. You have been identified as one of the “Aggrieved Employees” under the settlement, which is defined as all persons who were employed by Defendants in the State of California in non-exempt, hourly paid positions and who received at least one wage statement at any time during the period from July 15, 2020 through April 30, 2023.

The Plaintiff in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties and deny any wrongdoing of any kind associated with these allegations.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. Your Settlement Payment is based on the total number of pay periods that you worked as an Aggrieved Employee. Your Settlement Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of your Settlement Payment and should consult a tax advisor regarding the tax consequences of such payment.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the PAGA Released Claims. The “Released Parties” means Defendants and each of their present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, members, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting on their behalf. The “PAGA Released Claims” means and refers to all claims, whether known or unknown, for civil penalties under the PAGA, California Labor Code § 2698, et seq., that were alleged or which could have been alleged based facts asserted in the operative complaint in the Action and/or Plaintiff’s PAGA notice to the California Labor and Workforce Development Agency that accrued during the Settlement Period, including, without limitation, claims for the failure to properly pay all wages, including overtime, due and owing during employment, provide all meal periods or premium compensation in lieu thereof, authorize and permit all rest breaks or premium compensation in lieu thereof, provide one day’s rest in seven, pay reporting time pay, reimburse all necessary business expenses, pay for costs incurred in having to obtain mandatory physical examinations and/or drug testing, timely pay all wages during employment and due upon separation of employment, issue complete and accurate wage statements, private written notice of information material to employment, and provide safety devices and safeguards, and for violation and/or based on California Labor Code §§ 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, 6403, the corresponding provisions of the applicable IWC Wage Order, and all claims for attorneys’ fees and costs in connection therewith.

The check for your Settlement Payment is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, the check will be cancelled and the funds will be tendered to the California Labor and Workforce Development Agency.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about this settlement. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]

Exhibit 2

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over two hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class

certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of "benefit of the bargain" damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million

dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored Defective Prosthetic Devices: Strict Tort Liability for the Hospital? 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm's business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm's client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of

employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Cody Padgett. Cody Padgett is a senior counsel with Capstone Law. Mr. Padgett prosecutes automotive defect and other consumer class action lawsuits during all stages of litigation. His work has been integral to achieving contested class certification in several automotive defect cases, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles), *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-08629 (C.D. Cal.) (certifying a class of owners/lessees of Toyota vehicles), and *Victorino v. FCA US, LLC*, No. 16-01617 (S.D. Cal.) (certifying a class of owners/lessees of Dodge Dart vehicles). Mr. Padgett's efforts have also contributed to major settlements of automotive defect and consumer cases, providing substantial monetary relief to millions of class members, valued in the hundreds of millions of

dollars. See, e.g., *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers).

Prior to joining Capstone Law, Mr. Padgett assisted with the defense of major felony cases at the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*. Mr. Padgett is admitted to practice in California, before the Ninth Circuit Court of Appeals, and before United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of

dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaepour. Roxanna Tabatabaepour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaepour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaepour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Ryan Tish. Ryan Tish is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and Private Attorneys General Act ("PAGA") representative actions on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenses, and other claims under the Fair Labor Standards Act and California Labor Code.

Before joining Capstone, Mr. Tish was an associate at a civil litigation firm in Los Angeles, handling a variety of matters, including commercial contracts, real estate, and employment law. Mr. Tish has represented both employers and employees in actions ranging from individual claims of discrimination, harassment, retaliation, and wrongful termination, to class and representative actions for wage-and-hour and privacy law violations. Mr. Tish is a graduate of the University of Southern California Gould School of Law and earned his bachelor's degree in civil and environmental engineering from the University of California, Los Angeles. Mr. Tish is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Tarek Zohdy. A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from

investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as “Lemon Law.” He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Laura Goolsby. Laura Goolsby is an associate with Capstone Law. Her practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. Prior to joining Capstone Law, Ms. Goolsby was an associate at a California civil litigation practice representing individuals in toxic tort disputes. Previous to that, Ms. Goolsby was a trial attorney in a California lemon law firm, trying cases against automobile manufacturers in state and federal court. Ms. Goolsby is published in the University of Pennsylvania Journal of Law and Change law review and served as a judicial intern to the U.S. Department of Justice Immigration Court while in law school. Ms. Goolsby graduated from California Western School of Law, where she was a member of the award-winning Philip C. Jessup International Moot Court team and spent multiple trimesters on the Dean’s List. She graduated with several Academic Excellence Awards for receiving top grades in various international law, civil rights law, and legal skills courses.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum

wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Joey Parsons. Joey Parsons is an associate with Capstone. His practice primarily involves wage-and-hour class actions and PAGA representative actions. Previously, Joey was an associate at a boutique firm where he represented California employees in all facets of employment law, including claims brought under the FEHA, Title VII, and the California Labor Code. Joey is a graduate of the University of Alabama School of Law, where he competed on the Labor and Employment Moot Court team and served as the Executive Articles Editor for the Alabama Law & Psychology Review. Joey received his bachelor's degree in history from Virginia Tech.

Jezette Ron. Jezette Ron is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as in-house counsel for a private entity reviewing and drafting company policies. During this time, she actively supported the company with human resource and workers compensation matters. Additionally, she ensured company compliance with California Labor Codes and Occupational Safety and Health Administration (OSHA) regulations. She also implemented an Illness Injury Prevention Program, which included a COVID-19 Exposure Control and Response procedure in compliance with OSHA. Ms. Ron graduated from Whittier Law in 2017, where she served as a board member of the Student Bar Association. She received her undergraduate degree from the University of California, Riverside in 2012 where she majored in Business Management and Public Policy. Ms. Ron is admitted to practice law in California and takes pride in being an advocate for creating a work friendly environment for all employees.

Alexander Wallin. Alexander Wallin is an associate at Capstone Law. He is a passionate litigator who has successfully represented employees against corporate injustice. Mr. Wallin has recovered millions of dollars in



numerous wage-and-hour class actions, PAGA actions, and individual discrimination lawsuits. He has a particular interest in representing economically disadvantaged employees who cannot afford legal representation on a retainer-fee basis. Mr. Wallin is a member of the Los Angeles County Bar Association's Employment Law Section and stays up-to-date with the rapidly evolving areas of wage-and-hour protections. He graduated from Loyola Law School in 2017 and is admitted to practice law in California, as well as before the United States District Court for Central and Northern Districts of California. He has been selected as a Southern California "Super Lawyers – Rising Star" in 2022 and 2023.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

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Attorneys for Plaintiff Christian Plumeda

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CHRISTIAN PLUMEDA, as an aggrieved
 employee pursuant to the Private Attorneys
 General Act ("PAGA"), on behalf of the State of
 California and other aggrieved employees,

Plaintiff,

vs.

SAN DIEGO COMPOSITES, INC., a California
 corporation; APPLIED COMPOSITE
 STRUCTURES, INC., a Delaware corporation;
 ALLIANCE SPACESYSTEMS, LLC, a
 California limited liability company; APPLIED
 COMPOSITES HOLDINGS, LLC, a Delaware
 limited liability company and DOES 1 through 10,
 inclusive,

Defendants.

Case No. 37-2021-00040002-CU-OE-CTL

Assigned to the Hon. Loren G. Freestone

DECLARATION OF CHRISTIAN PLUMEDA IN SUPPORT OF MOTION FOR COURT APPROVAL OF THE PARTIES' PAGA SETTLEMENT

Date: July 12, 2024
 Time: 10:30 a.m.
 Place: Department C-64

Complaint Filed: September 20, 2021
 Trial Date: None Set

DECLARATION OF CHRISTIAN PLUMEDA

I, Christian Plumeda, hereby declare as follows:

1. I am over eighteen years old and unless the context indicates otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them. I am the named plaintiff in the above-captioned action. I make this declaration in support of the Motion for Court Approval of the Parties' PAGA Settlement.

2. I was employed by Defendants San Diego Composites, Inc., Alliance SpaceSystems, LLC, Applied Composite Structures, Inc., and Applied Composites Holdings, LLC ("Defendants") as an hourly paid, non-exempt Composite Machine Operator at their facility located in San Diego, California from approximately May 2019 to January 2021.

3. I decided to file this lawsuit because I had a number of grievances against Defendants stemming from their labor policies. These grievances are set forth in detail in the operative Complaint and my letter to California Labor and Workforce Development Agency ("LWDA").

4. Prior to filing the action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendants.¹ During those conferences, my attorneys provided me with an overview of how those claims would be litigated, and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

5. After retaining my attorneys, I spent considerable time on the phone discussing the facts of my case with my attorneys. I discussed the facts related to my employment with Defendants, including discussing my job duties and responsibilities, my job position, the hours and days I worked, and how I was compensated.

6. When I agreed to represent the LWDA as a deputized private attorney general, I understood it was my duty to be readily available and to participate actively in this case. I knew that I would be required to review documents, search for documents and produce them to my attorneys, answer written questions, potentially answer oral questions and testify truthfully under oath, and be available to appear in court, if necessary.

¹ Although the preservation of my attorney-client privilege requires that I refrain from revealing the specifics of my communications with my attorneys, I understand that the privilege is not waived by stating generally the matters that I have discussed with my attorneys.

1 7. I understood that I needed to maintain awareness of the status and progress of the
2 lawsuit.

3 8. My attorneys provided me with a draft of the Complaint for my review and approval. I
4 closely reviewed the Complaint to ensure accuracy and completeness. Following the filing of the
5 Complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted
6 my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in
7 prosecuting the claims.

8 9. I have worked to the best of my ability to prosecute this action on behalf of the LWDA,
9 always considering the interests of the LWDA just as I would consider my own interests. I believe
10 PAGA actions are an important tool to assure compliance with the Labor Code.

11 10. Since initiating this lawsuit until now, I have kept aware of the status of the lawsuit and
12 provided my attorneys with documents and information used by them in the litigation. I have spent large
13 amounts of time and effort pursuing my claims and the claims of the other employees from the time I
14 retained my attorneys to the present date.

15 11. I have carefully reviewed the terms of the proposed settlement. My attorneys explained
16 the specifics of how the settlement would work and I accepted the settlement only after I had spent time
17 evaluating the proposed outcome to assure that it was fair. Based on my attorneys' evaluation and
18 recommendation, and my own review, I believe the settlement is fair and reasonable in light of PAGA's
19 policies and purposes.

20 12. In summary, over the course of this litigation I have spent a significant amount of time
21 conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement
22 and related documents. I estimate that I have spent between 25 and 35 hours assisting my attorneys in the
23 prosecution of this lawsuit.

24 13. Throughout this case, I have not sought individual benefits from the lawsuit. Rather, I
25 maintained this lawsuit because I wanted to hold Defendants accountable for their unlawful conduct. I
26 believe that I have fulfilled my responsibilities, and I will continue to fulfill those responsibilities, to the
27 best of my ability, until the conclusion of the case.

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1 14. I am committed to this case and will continue to make myself available as needed in the
2 settlement process.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed on [Date] 6/13/2024, at [City] San diego, California.

DocuSigned by:

Christian Plumed
Christian Plumed

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2 Bevin Allen Pike (SBN 221936)
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8 Attorneys for Plaintiff Christian Plumeda

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN DIEGO**

12 CHRISTIAN PLUMEDA, as an aggrieved
employee pursuant to the Private Attorneys
13 General Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

14 Plaintiff,

15 vs.

16 SAN DIEGO COMPOSITES, INC., a
California corporation; APPLIED COMPOSITE
17 STRUCTURES, INC., a Delaware corporation;
18 ALLIANCE SPACESYSTEMS, LLC, a
California limited liability company; APPLIED
19 COMPOSITES HOLDINGS, LLC, a Delaware
limited liability company and DOES 1 through
20 10, inclusive,

21 Defendants.
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Case No. 37-2021-00040002-CU-OE-CTL

Assigned to the Hon. Loren G. Freestone

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: July 12, 2024
Time: 10:30 a.m.
Place: Department C-64

Complaint Filed: September 20, 2021
Trial Date: None Set

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1 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendants.

5 8. The Court approves the gross settlement amount of \$650,000. After deducting the
6 approved amounts for attorneys' fees and costs, and settlement administration costs, the net settlement
7 amount of \$406,546.73 will be allocated as follows: Seventy-Five Percent (75%), or approximately
8 \$304,910.05, shall be paid to the California Labor and Workforce Development Agency, and the
9 remaining Twenty-Five Percent (25%), or approximately \$101,636.68, shall be paid to Aggrieved
10 Employees.

11 9. The Court hereby awards \$216,667 in attorneys' fees and \$11,286.27 costs to Plaintiff's
12 Counsel, Capstone Law APC.

13 10. The Court approves a Service Award of \$10,000 to Christian Plumed.

14 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
15 approves Settlement Administration Costs of \$5,500.

16 12. Plaintiff shall file a declaration from the Settlement Administrator regarding the
17 completion of settlement administration activities no later than September 1, 2025.

18 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
19 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
20 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
21 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
22 under PAGA is binding not only on the named employee plaintiff but also on state labor law
23 enforcement agencies and any aggrieved employee not a party to the proceeding).

24 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
25 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
26 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.
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15. This document shall constitute a judgment under California Code of Civil Procedure § 664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date	_____	_____
		Hon. Loren G. Freestone
		San Diego County Superior Court Judge