

LAWYERS FOR JUSTICE, PC

Edwin Aiwarzian (SBN 232943)
Joanna Ghosh (SBN 272479)
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
Perssia Razma (State Bar #351398)
prazma@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jackland K Hom (State Bar #327243)
jackland@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TEISHETTA HOLLIS, LAKESHA MCGEE,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

vs.

DUNGARVIN, INC., an unknown business
entity; DUNGARVIN CALIFORNIA, LLC, a
Minnesota limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Lead Case No.: RG21106102
[Consolidated Case No.: RG21113182]

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

Date: November 4, 2025
Time: 2:30 p.m.
Reservation ID: A-21106102-001

Judge: Hon. Somnath R. Chatterjee
Dept.: 21

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiffs TEISHETTA HOLLIS, LAKESHA MCGEE, and YASMIN RICO (hereafter "Plaintiffs" or
6 "Class Representatives") in this wage and hour class action filed against DUNGARVIN, INC. and
7 DUNGARVIN CALIFORNIA, LLC ("Defendants").

8 2. This declaration is being submitted in support of Plaintiffs' Motion for Final Approval of
9 Class and PAGA Action Settlement.

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class and
11 PAGA Action Settlement, including Amendment No. 1 to Class and PAGA Action Settlement and
12 Release and Claims and Amendment No. 2 to Class and PAGA Action Settlement and Release of
13 Claims (collectively, the "Agreement"). Attached thereto as **Exhibit A** to Amendment No. 2 is a true
14 and correct copy of the Notice of Pendency of Class and Representative Action Settlement and Final
15 Hearing Date ("Class Notice").

16 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the June 9, 2025, Preliminary
17 Approval Order.

18 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the March 13, 2025, proof
19 of filing the proposed Settlement with the LWDA.

20 6. Attached hereto as **Exhibit "4"** is true and correct copy of the proof of filing this motion
21 seeking final approval of this Settlement with the LWDA.

22 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
23 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
24 Class Counsel.

25 **I. INTRODUCTION**

26 8. An objective evaluation of the proposed settlement of Four Hundred Fifty Thousand
27 Dollars and Zero Cents (\$450,000.00) ("Gross Settlement Amount") confirms that the relief negotiated
28 on behalf of the Settlement Class Members is fair, reasonable, and valuable. The Settlement is a product

1 of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided
2 over by Steven Mehta, Esq., respected and experienced mediators of wage and hour class actions. After
3 deducting any Court-approved Attorneys' Fees and Expenses, Service Awards, and Claims
4 Administration Expenses, the Net Settlement Amount shall be distributed to Settlement Class Members
5 based on the number of Workweeks they worked while employed by Dungarvin California during the
6 Class Period. ***The Class greeted news of the Settlement with 99.8% approval.*** There is one opt-out and
7 zero objections to the Settlement. The near unanimous approval rate by the Class evidences the clear
8 fairness and reasonableness of the Settlement.

9 9. This Settlement provides substantial recovery for Defendant Dungarvin California's
10 alleged wage and hour violations. Plaintiffs estimate that the Settlement, if approved, would result in a
11 Net Settlement Amount of approximately \$192,710.00. This will result in an average Individual
12 Settlement Payment of **\$305.89**, a high payment of **\$1,886.95**, and low payment of **\$5.24**.

13 10. The relief offered by the Settlement is immediate and is particularly impressive when
14 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
15 *infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait (possibly
16 years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

17 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement
18 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
19 Representatives and Class Counsel respectfully request this Court grant final approval of the Agreement
20 and, entry of the proposed Final Approval Order and Judgment.

21 **II. OVERVIEW OF THE LITIGATION**

22 12. Defendants Dungarvin Inc. ("Defendant Dungarvin Inc.") and Dungarvin California
23 (collectively, "Defendants") provide support services to people with intellectual and developmental
24 disabilities, people who are faced with mental health, behavioral or significant medical challenges, and
25 to children and their families, throughout the state of California, including in the county of Alameda.
26 Specifically, Defendants provide in home personal attendants and operate a number of adult day care
27 centers to further its purpose of providing services to disabled persons in California. This Action asserts
28

1 claims on behalf of Defendant Dungarvin California's current and former non-exempt employees
2 employed in California.

3 13. Plaintiff Hollis worked for Defendants as a non-exempt employee providing support
4 services for developmentally disabled persons in California from approximately January 2019 to August
5 2019. Plaintiff McGee worked for Defendants as a non-exempt employee also providing support
6 services for developmentally disabled persons in California from approximately February 2019 to July
7 2020 to August 2019. Plaintiff Rico worked for Defendants as a non-exempt employee providing the
8 same type of support services for disabled persons in California from approximately November 2017
9 to March 2020. At all times during their employment, Plaintiffs were paid an hourly wage and were
10 subject to Wage Order Number 5. Throughout their employment, Plaintiffs were subject to Defendants'
11 written policies and procedures.

12 14. Generally, Plaintiffs claim that Defendants failed to pay for all time worked, failed to
13 furnish accurate itemized wage statements, failed to provide compliant meal and rest periods, failed to
14 pay overtime and sick pay at the correct regular rate of pay, failed to reimburse for mandatory business
15 expenses, and failed to pay all wages when due. Defendants forcefully deny liability for each of
16 Plaintiffs' claims. Further, Defendants assert that they fully complied with all applicable employment
17 laws and raised several other significant defenses to Plaintiffs' claims, including but not limited to,
18 compliant meal and rest period policies, compliant wage statements, and timely payment all wages due
19 upon separation of employment.

20 15. On July 14, 2021, Plaintiff McGee served Defendants and the Labor and Workforce
21 Development Agency (LWDA) with a Notice of Violations ("PAGA Notice"). Plaintiff McGee's
22 PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various
23 provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage
24 Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act,
25 Cal. Lab. Code Sections 2698 et seq ("PAGA").

26 16. On July 22, 2021, Plaintiff Hollis and Plaintiff McGee filed a class action complaint in
27 the Alameda Superior Court, Case No. RG21106102 ("the Class Action"), alleging claims for (1)
28 Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 et seq; (2) Failure to provide

1 required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage
2 Order; (3) Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and
3 the applicable IWC Wage Order; (4) Failure to pay minimum wages in violation of Cal. Lab. Code §§
4 1194, 1197 & 1197.1; (5) Failure to provide wages when due in violation of Cal. Lab. Code §§ 201 and
5 202; (6) Failure to provide wages when due in violation of Cal. Lab. Code § 204; (7) Failure to provide
6 accurate itemized statements in violation of Cal. Lab. Code § 226; (8) Failure to keep requisite payroll
7 records in violation of Cal. Lab. Code § 1174(d); (9) Failure to reimburse employees for required
8 expenses in violation of Cal. Lab. Code § 2802; and (10) Unfair competition in violation of Cal. Bus.
9 & Prof. Code § 17200 et seq.

10 17. On August 24, 2021, Plaintiff Rico served Defendants and the LWDA with a PAGA
11 Notice. Plaintiff Rico's PAGA Notice set forth the facts and theories supporting Defendants' alleged
12 violations of various provisions of the California Labor Code and applicable IWC Wage Order and of
13 her intent to pursue claims under PAGA.

14 18. On September 20, 2021, Plaintiff McGee filed a lawsuit titled *Lakesha McGee v.*
15 *Dungarvin California, LLC, et al.*, in Alameda Superior Court, Case No. RG21113182 ("PAGA
16 Action") alleging a single cause of action for violations of PAGA.

17 19. On November 9, 2021, Plaintiff McGee amended the PAGA Action complaint to add
18 Plaintiff Rico as an additional plaintiff.

19 20. In October of 2022, the Parties participated in mediation presided over by Steven
20 Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation
21 concluded without a settlement.

22 21. On April 11, 2023, the Court consolidated the Class Action and the PAGA Action ("the
23 Action"). After engaging in written discovery, the Parties agreed to mediate this action again. To
24 prepare for mediation, the Parties agreed to informally exchange documents and data points subject to
25 the mediation privilege, including but not limited to, the Class Members' time data and certain payroll
26 data points. As discussed *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting
27 Group ("BCG") to analyze Defendants' time and payroll data.
28

1 22. On August 7, 2024, the Parties participated in mediation presided over by Steven Mehta,
2 Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded
3 without a settlement. However, after the mediation, the Parties continued to negotiate with the
4 mediator's assistance, and ultimately reached a settlement based on a mediator's proposal, which was
5 subsequently memorialized in the form of a Memorandum of Understanding. Subsequently, the Parties
6 drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.
7 The Parties now seek approval of the entire Agreement.

8 23. The Court preliminarily approved an initial Gross Settlement Amount of Four-Hundred
9 and Fifty Thousand Dollars and Zero Cents (\$450,000.00) based on a total of an estimated 37,000
10 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used
11 to satisfy: (1) the Individual Settlement Payments; (2) a Service Awards; (3) Claims Administration
12 Expenses; and (4) Attorneys' Fees and Attorneys' Expenses.

13 24. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
14 the class and should be granted final approval. This is evidenced by the nearly unanimous approval of
15 the Settlement by the Class, the absence of any objections to the Settlement and the average Individual
16 Settlement Payment of **\$305.89**.

17 **III. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

18 **A. Adequate Investigation**

19 25. As detailed in the motion for preliminary approval, Class Counsel thoroughly
20 investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically,
21 Class Counsel assessed the value of the class claims using data and documents provided by Defendants
22 through informal discovery. The Parties engaged in written discovery, and Class Counsel also obtained
23 time, payroll, and policy records, as well as data regarding the number of Class Members, workweeks,
24 and average rate of pay to assess damages before mediation. Class Counsel retained BCG to analyze
25 Defendants' time and payroll data to formulate damage models estimating Defendants' liability
26 exposure. Class Counsel's investigation, research, experience, and damage models informed and guided
27 the mediated negotiations that resulted in this settlement. Accordingly, Class Counsel fully understood
28 the strengths and weaknesses of the class claims before the parties reached a settlement.

1 **B. The Parties Settled Following Mediation**

2 26. In October of 2022, the Parties attended an initial mediation with Steven Serratore, Esq.,
3 an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without
4 a settlement. After engaging in further written discovery, on August 7, 2024, the Parties attended a full
5 day of mediation with Steven Mehta, Esq., an experienced mediator of wage and hour class and PAGA
6 actions. Mediator Mehta helped manage the Parties' expectations and provided a useful, neutral analysis
7 of the issues and risks to both sides. The Parties made substantial progress with his assistance. Namely,
8 the Parties exchanged information regarding their respective claims and defense, including their
9 respective evaluation of the damages. The mediation concluded without a settlement, but Mediator
10 Mehta made a mediator's proposal, which was subsequently accepted by both Parties. Mediator Mehta's
11 settlement proposal was memorialized in the form of a Memorandum of Understanding. The complete
12 and final terms of the Parties' settlement are now set forth in the Settlement Agreement. Class Counsel
13 submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at
14 issue.

15 **C. Class Counsel is Experienced in Similar Litigation**

16 27. Class Counsel in this matter has extensive class action experience in multiple fields and
17 has represented tens-of-thousands of persons in class actions. Counsel has previously litigated similar
18 wage and hour class actions involving similar claims. Class Counsel has been approved as class counsel
19 in similar wage and hour class actions throughout the State of California. As such, courts throughout
20 California have deemed Class Counsel experienced and knowledgeable in this area of law. Class
21 Counsel has participated in every aspect of the settlement discussions and has concluded the settlement
22 is fair, adequate, and reasonable and in the best interests of the Class.

23 28. Plaintiffs are represented by competent and experienced counsel to pursue their claims. I
24 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
25 aggrieved employees and consumers throughout California in wage and hour class actions and complex
26 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
27 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), John L. Nitti (Associate
28 Attorney), Perssia P. Razma (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager),

Jennifer Heming (Paralegal), Allysa Castillo (Legal Assistant), Andrew Ward (Law Clerk), and Libia Ramirez (Secretary).

29. I am qualified to represent the Plaintiff, the Class Members, the State of California, and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation experience and complex construction product liability experience. I can, will and have adequately represented the interests of the Plaintiffs, the Class Members, the State of California, and the Aggrieved Employees throughout this action.

30. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 18 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

31. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "5."** Some of the major cases the Firm has undertaken are also set forth in **Exhibit "5."**

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

33. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th 59.

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

D. Strength of Plaintiffs' Case

35. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class Member and need not necessarily obtain

1 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91
2 Cal.App.4th at 250. While the Gross Settlement Amount of Four Hundred Fifty Thousand Dollars and
3 Zero Cents (\$450,000.00) represents a discount on Defendants' potential exposure if Plaintiffs
4 established liability on all claims and was awarded the full amount of the estimated damages at trial,
5 this compromise is reasonable because (1) the formidable defenses raised by Defendants presented a
6 risk that could award significantly less in damages than Plaintiffs' estimate and (2) any theoretical post-
7 trial recovery may require many more years of litigation, resulting in added fees and costs without any
8 guarantee of recovery for the Class.

9 36. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
10 reasonable considering the nature and magnitude of the claims being settled and the various potential
11 impediments to recovery. Class Counsel developed varied economic damages models measuring
12 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The
13 various models were informed by Class Counsel's investigation, including the analysis of a significant
14 sample of time and payroll data. Detailed in greater depth during the preliminary approval process,
15 Class Counsel projected a range of Defendants' liability exposure for the claims asserted on behalf of
16 the Class. The Gross Settlement Amount represents between 7.13% - 32.50% of Defendants' *class-*
17 *wide* liability exposure as estimated by Class Counsel at the time of mediation.

18 37. The calculation methodology used to compensate the Settlement Class Members for the
19 alleged damages was negotiated at the time of the Settlement. More importantly, the methodology is
20 fair, objective, and impartial. The calculation methodology is based on the number of Workweeks each
21 Settlement Class Member worked for Defendants during the Class Period. The number of Workweeks
22 for the Settlement Class Member is established through Defendants' data and documented
23 compensation records. The Administrator is responsible for calculating the Individual Settlement
24 Payments by adding up the total number of Workweeks for all Class Members. The respective
25 Workweeks for each Class Member will then be divided by the total Workweeks for all Class Members,
26 resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then
27 be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual
28

1 Settlement Payment. Agreement, ¶ III(I)(1). This process establishes an objectively fair and reasonable
2 procedure to compensate the Class.

3 38. Clearly the goal of this litigation to obtain redress for the Class has been met by this
4 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
5 between experienced counsel, the settlement is fair and reasonable and, is therefore entitled to final
6 approval.

7 **E. Risks of Continued Litigation**

8 39. Although Class Counsel believes strongly in Plaintiffs' claims, it would be misguided to
9 ignore the asserted defenses. If successful on any one of its defenses, Defendants could defend the
10 action or, at least, drastically undercut Plaintiffs' claims.

11 40. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O'Conner v. Uber*
12 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
13 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
14 that if Defendants faced a large adverse judgement, Defendants undoubtedly have the resources to post
15 a bond and appeal. A post-judgment appeal by Defendants would have required many more years to
16 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
17 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
18 an uncertain result three or more years in the future.

19 41. Class Representatives and Class Counsel recognize the expense and length of a trial
20 against Defendants through possible appeals which could take another three years. In arriving at their
21 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
22 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
23 of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
24 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
25 increased, and recovery would have been delayed if not denied, thereby reducing the benefits of an
26 ultimate victory. Class Representatives and Class Counsel believe that the Settlement confers
27 substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class
28

1 Representatives and Class Counsel have determined that the Settlement set forth in the Agreement is in
2 the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

3
4 I declare under the penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct. Executed this 9th day of October 2025, at San Diego, California.

6 **JCL LAW FIRM, APC**

7 By: 
8 Jean-Claude Lapuyade, Esq.
9 Attorney for Plaintiff
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EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Perssia Razma (State Bar #351398)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

jlapuyade@jcl-lawfirm.com

prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Eden Zakay (State Bar #339536)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

shani@zakaylaw.com

eden@zakaylaw.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TEISHETTA HOLLIS, LAKESHA MCGEE,
and YASMIN RICO, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

v.

DUNGARVIN, INC., an unknown business
entity; DUNGARVIN CALIFORNIA, LLC, a
Minnesota limited liability company; and
DOES 1-50, Inclusive,

Defendants.

Case No.: RG21106102

[Action Filed July 22, 2021]

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

This Settlement Agreement and Release of Claims is entered into by and between Plaintiff TEISHETTA HOLLIS, Plaintiff LAKESHA MCGEE, and Plaintiff YASMIN RICO (hereinafter “Plaintiffs”), individually, on behalf of themselves and on behalf of all persons similarly situated, and Defendants DUNGARVIN, INC., and DUNGARVIN CALIFORNIA, LLC (hereinafter “Defendants”) (together the “Parties”):

I. DEFINITIONS

- A. “Class Action” shall mean the putative class action lawsuit titled *Teishetta Hollis, Lakesha McGee, individually and on behalf of other members of the general public similarly situated et al. v. Dungarvin, Inc., et al.* that was filed in Alameda County Superior Court with the Case No. RG21106102 (Class Action-Lead Case) and thereafter related to Lakesha McGee, Yasmin Rico, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, Case No. RG21113182 (PAGA Action). The Class Action collectively with the PAGA Action shall be referred to as the “Actions”.
- B. “Agreement” or “Settlement Agreement” means this CLASS AND PAGA ACTION SETTLEMENT AND RELEASE OF CLAIMS.
- C. “Aggrieved Employees” means all current and former non-exempt employees who worked for Dungarvin California, LLC in California at any time during the PAGA Period.
- D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the actual costs they have incurred of up to \$40,000.
- E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs and the Settlement Class in the Action, currently not to exceed 35% of the Gross Settlement Amount (currently estimated to be \$157,500.00 out of \$450,000.00). Attorneys’ fees will be divided between Class Counsel as follows: 35% to Lawyers for Justice, 32.5% to JCL Law Firm, APC, and 32.5% to Zakay Law Group, APLC.

- 1 F. "Claims Administration Expenses" shall mean the amount that the Court authorizes
2 to be paid to the Settlement Administrator for administering the Settlement pursuant
3 to this Agreement currently estimated not to exceed 10,000.
- 4 G. "Class" or the "Class Members" means all current and former non-exempt employees
5 who worked for Dungarvin California, LLC in California at any time during the Class
6 Period.
- 7 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
8 Shani Zakay, Esq. of Zakay Law Group, APLC, and Edwin Aiwarzian, Esq., of
9 Lawyers for Justice.
- 10 I. "Class Data" means information regarding Class Members that Defendants will in
11 good faith compile from their records and provide to the Settlement Administrator. It
12 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
13 Member's full name; last known address; Social Security Number; number of
14 Workweeks and Pay Periods worked by each Class Member and Aggrieved Employee
15 during the Class and PAGA Periods.
- 16 J. "Class Period" means the period from July 22, 2017, through June 30, 2024
- 17 K. "Class Representatives" shall mean Teishetta Hollis, Lakesha McGee, and Yasmin
18 Rico.
- 19 L. "Court" means the Superior Court for the State of California, County of Alameda.
- 20 M. "Defendants" shall mean Dungarvin Inc. and Dungarvin California, LLC.
- 21 N. "Effective Date" means the date upon which all of the following have occurred: (i)
22 the Court grants final approval of the settlement and; (ii) the Court's judgment
23 approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is
24 an appeal of the Court's judgment, the date the judgment is affirmed on appeal, the
25 date of dismissal of such appeal, or the expiration of the time to file a petition for
26 review with any appellate court that has jurisdiction; or (ii) if a petition for review is
27 filed, the date of denial of the petition or the date the Court's judgment is entered,
28 pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time

1 for filing or noticing any appeal of the Court's judgment. If a timely objection to the
2 Settlement is filed (including an objection from the LWDA), the Effective Date shall
3 be the later of: (a) the date on which the time for all appeals relating to objections to
4 the Settlement and the Final Approval Order has expired; or (b) if an appeal, review,
5 or writ is sought, the date on which the highest reviewing court renders its decision
6 denying any petition (were the immediately lower court affirmed the judgment) or
7 affirming the judgment. Provided, however, if the LWDA has commenced an
8 investigation or issued a citation prior to the Effective Date, as determined under the
9 foregoing definition, the Effective Date will be extended to the date that the LWDA
10 concludes its investigation or resolves the citation (whichever is later), or if the
11 LWDA objects to the Settlement, the date when the LWDA's objection to the
12 Settlement is resolved and no longer appealable.

13 O. "Funding Date" means the date on which Dungarvin California, LLC ("Dungarvin
14 California") funds the Gross Settlement Amount in full. Dungarvin California shall
15 fund the Gross Settlement Amount in equal monthly installment payments of \$18,000
16 each, the first payment commencing within 5 business days after the administrator
17 provides wire instructions to Defendants' counsel for the wiring of funds into the
18 Qualified Settlement Fund (QSF) and continuing every month until completed in
19 February 2027. Dungarvin California shall fund the employer's side payroll taxes
20 together with the 15th installment, provided the Settlement Administrator has
21 calculated and sent to Defendants' counsel, the calculated total of payroll taxes due,
22 so that Dungarvin California may include it in its final payment of the Gross
23 Settlement Fund. If the calculation is not completed before Dungarvin California's
24 final payment toward the Gross Settlement Fund is made, Dungarvin California will
25 promptly submit the employer's side payroll taxes after the total due is submitted to
26 Defendants' counsel. The installment payments will be deposited in a QSF
27 maintained by the Settlement Administrator. If final approval is not received,
28 Dungarvin California, LLC shall be entitled to and shall receive all of the money paid

1 into the QSF account back, plus any interest accrued thereon. "Gross Settlement
2 Amount" means Four-Hundred and Fifty Thousand Dollars and Zero Cents
3 (\$450,000.00) that Dungarvin California must pay into the QSF in connection with
4 this Settlement, inclusive of the sum of Individual Settlement Payments, Claims
5 Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service Awards,
6 and the PAGA Payment and *exclusive* of the employer's share of payroll tax, if any,
7 triggered by any payment under this Settlement.

8 P. "Individual Settlement Payments" means the Settlement Class Member's share of the
9 Net Settlement Amount calculated based on the Payment Ratio defined below. The
10 Gross Settlement Amount will never exceed \$450,000.

11 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
12 Attorneys' Fees and Attorneys' Expenses, Service Awards, PAGA Payment, and
13 Claims Administration Expenses.

14 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
15 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
16 than formatting changes to facilitate printing by the Settlement Administrator).

17 S. "Operative Complaint" shall mean the Complaint on file in the Class Action and the
18 First Amended Complaint on file in the PAGA Action.

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

21 U. "PAGA Action" shall mean the lawsuit *Lakesha McGee and Yasmin Rico v.*
22 *Dungarvin California, LLC, et al.*, that was filed in Alameda Superior Court with the
23 Case No. RG21113182. The PAGA Action collectively with the Class Action shall
24 be referred to as the "Actions."

25 V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
26 that each Aggrieved Employee worked for Dungarvin California divided by the sum
27 total of the Pay Periods that all Aggrieved Employees worked for Dungarvin
28 California during the PAGA Period.

- 1 W. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)
2 to be allocated from the Gross Settlement Amount, with 25% of the payment
3 (\$5,000.00) going to the Aggrieved Employees and 75% of the payment (\$15,000.00)
4 going to the LWDA. The amount of the PAGA Payment is subject to Court approval
5 pursuant to California Labor Code section 2699(l). Any reallocation of the Gross
6 Settlement Amount to increase the PAGA Payment will not constitute grounds by
7 either party to void this Agreement, and will not increase the Gross Settlement
8 Amount.
- 9 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
10 Employee Payment, as defined herein, means the number of pay periods of
11 employment during the PAGA Period that each Aggrieved Employee worked for
12 Dungarvin California in California.
- 13 Y. "PAGA Period" means the period from July 14, 2020, through June 30, 2024.
- 14 Z. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either
15 Plaintiffs or Defendants, individually.
- 16 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
17 by the sum total of Workweeks for all Class Members.
- 18 BB. "Plaintiffs" shall mean Teishetta Hollis, Lakesha McGee, and Yasmin Rico.
- 19 CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained
20 by the Settlement Administrator to fund the Gross Settlement Amount.
- 21 DD. "Released Class Claims" shall mean the release from the Class Members of any and
22 all causes of action, claims, rights, damages, and penalties under California law that
23 were alleged in the Operative Complaint in the Action or that could have been alleged
24 based on the facts alleged, including but not limited to: (a) any alleged failure by
25 Defendants (1) to pay minimum wage; (2) to pay overtime wages, (3) to pay expenses
26 reimbursements, (4) to provide meal periods or pay meal period premium wages, (5)
27 to authorize and permit rest periods or pay rest period premium wages, (6) to issue
28 compliant wage statements, or (7) to timely pay wages at the end of employment; (b)

1 any right or claim for unfair business practices in violation of California Business &
2 Professions Code sections 17200, et seq., based on the alleged failures set forth in
3 (a)(1) through (a)(5) above; and (c) any violation of the California Labor Code arising
4 from or related to the conduct alleged in (a)(1) through (a)(5) above, including,
5 without limitation, violation of California Labor Code sections 201–204, 210, 226,
6 226.7, 227.3, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802 or
7 any other applicable state statute, rule and/or regulation (Wage Order) during the
8 Class Period (“California Released Claims”). The California Released Claims
9 expressly excludes claims brought under PAGA. With respect to all Class Members
10 with the exception of Plaintiffs, the release expressly excludes all other claims,
11 including claims for vested benefits, wrongful termination, unemployment insurance,
12 disability, social security, workers’ compensation, and class claims outside of the
13 Class Period.

14 EE. “Released PAGA Claims” means any and all claims for civil penalties under PAGA
15 based on the allegations in the PAGA Notice that arose during the PAGA Period,
16 including violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7,
17 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, et seq., and IWC Wage
18 Order 4-2001 as well as all facts, theories, or claims for civil penalties that would be
19 considered administratively exhausted under applicable law by the PAGA Notice
20 submitted in the Action. It expressly excludes all other claims, including claims for
21 vested benefits, wrongful termination, unemployment insurance, disability, social
22 security, workers’ compensation, and PAGA claims outside of the PAGA Period.

23 FF. “Released Parties” shall mean Defendants and any of their past, present, and future
24 direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well
25 as each of their past, present, and future officers, directors, employees, partners,
26 members, shareholders and agents, attorneys, insurers, reinsurers, and any individual
27 or entity which could be jointly liable with Defendants.
28

1 GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
2 Administrator first mails Notice Packets to Class Members and the last date on which
3 Class Members may submit requests for exclusion or objections to the Settlement.

4 HH. "Service Awards" shall mean an award in the amount of \$10,000.00 or in an amount
5 that the Court authorizes to be paid to each Class Representative, in addition to their
6 Individual Settlement Payment and their individual Aggrieved Employee Payment,
7 in recognition of his efforts and risks in assisting with the prosecution of the Action.

8 II. "Settlement" means the disposition of the Actions pursuant to this Agreement.

9 JJ. "Settlement Administrator" means Apex Class Action LLC, 18 Technology Drive,
10 Suite 164 Irvine, CA 92618; Tel: 1-800-355-0700. The Settlement Administrator
11 establishes, designates and maintains, as a QSF under Internal Revenue Code section
12 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
13 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
14 Class Members. The Settlement Administrator shall maintain the funds until
15 distribution in an account(s) segregated from the assets of Defendants and any person
16 related to Defendants. *All accrued interest shall be paid and distributed to the*
17 *Settlement Class Members as part of their respective Individual Settlement*
18 *Payment.*

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

22 LL. "Workweeks," or "Workweek" as used herein shall, mean a period of seven (7)
23 consecutive days beginning on Sunday and ending on Saturday, in which a Class
24 Member or Aggrieved Employee was employed by Defendants in California.

25 **II. RECITALS**

26 A. On July 22, 2021, Plaintiff Hollis and Plaintiff McGee filed the Action, alleging
27 claims for:

- 28 1. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;

2. Failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 3. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 4. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
 5. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201 and 202;
 6. Failure to provide wages when due in violation of Cal. Lab. Code § 204;
 7. Failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226;
 8. Failure to keep requisite payroll records in violation of Cal. Lab. Code § 1174(d);
 9. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; and
 10. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq.*
- B. On July 14, 2021, Plaintiff McGee filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.
- C. On August 24, 2021, Plaintiff Rico filed a Notice of Violations with the (LWDA) and served the same on Defendants.
- D. On September 20, 2021, Plaintiff McGee filed a lawsuit titled *Lakesha McGee v. Dungarvin California, LLC, et al.*, in Alameda Superior Court with the Case No. RG21113182 (“PAGA Action”) alleging a single cause of action for violations of PAGA.
- E. On November 9, 2021, Plaintiff McGee amended the PAGA Action complaint to add Plaintiff Rico as an additional plaintiff.
- F. On April 11, 2023, the Court consolidated the Class Action and the PAGA Action.

1 G. The Class Representatives believe they have meritorious claims based on alleged
2 violations of the California Labor Code, and the Industrial Welfare Commission
3 Wage Orders, and that class certification is appropriate because the prerequisites for
4 class certification can be satisfied in the Action, and this action is manageable as a
5 PAGA representative action.

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

12 I. The Class Representatives are represented by Class Counsel. Class Counsel
13 investigated the facts relevant to the Action, including conducting an independent
14 investigation as to the allegations, reviewing documents and information exchanged
15 through informal discovery, and reviewing documents and information provided by
16 Defendants pursuant to informal requests for information to prepare for mediation.
17 Defendants produced for the purpose of settlement negotiations certain employment
18 data concerning the Settlement Class, which Class Counsel reviewed and analyzed
19 with the assistance of an expert. Based on their own independent investigation and
20 evaluation, Class Counsel are of the opinion that the Settlement with Defendants is
21 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
22 considering all known facts and circumstances, including the risks of significant
23 delay, defenses asserted by Defendants, uncertainties regarding class certification,
24 and numerous potential appellate issues.

25 J. On August 7, 2024, the Parties participated in mediation presided over by Steven
26 Mehta, Esq., an experienced mediator of wage and hour class and PAGA actions. The
27 mediation concluded without a settlement. However, after the mediation, the Parties
28 continued to negotiate with the mediator's assistance, and ultimately reached a

1 settlement based on a mediator's proposal, which was subsequently memorialized in
2 the form of a Memorandum of Understanding.

3 K. This Agreement replaces and supersedes the Memorandum of Understanding and any
4 other agreements, understandings, or representations between the Parties. This
5 Agreement represents a compromise and settlement of highly disputed claims.
6 Nothing in this Agreement is intended or will be construed as an admission by
7 Defendants that the claims in the Action of Plaintiffs or the Class Members have merit
8 or that Defendants bear any liability to Plaintiffs or the Class on those claims or any
9 other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action
10 have merit.

11 L. The Parties believe that the Settlement is fair, reasonable and adequate. The
12 Settlement was arrived at through arm's-length negotiations, taking into account all
13 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
14 attendant to continuing the Action through trial and any appeal. Accordingly, the
15 Parties desire to settle, compromise and discharge all disputes and claims arising from
16 or relating to the Action fully, finally, and forever.

17 M. The Parties agree to certification of the Class for purposes of this Settlement only. If
18 for any reason the settlement does not become effective, Defendants reserve the right
19 to contest certification of any class for any reason and reserve all available defenses
20 to the claims in the Action.

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

22 **III. TERMS OF AGREEMENT**

23 A. Consideration.

24 1. Payment by Dungarvin California. The Parties agree that, in consideration for
25 a full and complete settlement of the Actions and the releases set forth in this
26 Settlement, Dungarvin California will pay Four Hundred and Fifty Thousand
27 Dollars and Zero Cents (\$450,000.00) (the "Gross Settlement Amount"). The
28 Gross Settlement Amount is the maximum amount that will be paid by

1 Dungarvin California) and includes the Individual Settlement Payments, the
2 Service Awards, the Attorneys' Fees and Attorneys' Expenses, PAGA
3 Payment and the Claims Administration Expenses. Dungarvin California shall
4 separately pay the employer's share of applicable payroll taxes. The Parties
5 agree that this is a non-reversionary Settlement and that no portion of the
6 Gross Settlement Amount shall revert to Defendants.

7 2. Release by the Settlement Class Members. Upon entry of final judgment and
8 funding of the Gross Settlement Amount, in exchange for the consideration
9 set forth in this Agreement, Plaintiffs and the Settlement Class Members, for
10 themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries,
11 devisees, legatees, executors, administrators, trustees, conservators,
12 guardians, assigns, and representatives, will forever completely release and
13 discharge the release the Released Parties from the Released Class Claims for
14 the Class Period.

15 a) Each Settlement Class Member will be deemed to have made the
16 foregoing Release as if they had manually signed it.

17 b) The Parties intend that the releases described in this Agreement will
18 release and preclude any claim, whether by lawsuit, administrative
19 claim or action (except for administrative claims that cannot be
20 released as a matter of law), arbitration, demand, or other action of any
21 kind, by each and all of the Settlement Class Member to obtain a
22 recovery based on, and/or arising out of any and all of the Released
23 Class Claims including, without limitation, claims that were alleged,
24 or reasonably could have been alleged, based on the facts of the
25 operative complaint. The Settlement Class Members shall be notified
26 of the scope of this release in the Notice. This paragraph does not apply
27 to any Settlement Class Member who timely and validly opts out of
28 the Settlement.

1 c) The Settlement Class Members acknowledge and agree that the claims
2 for unpaid wages and unreimbursed expenses in the Action, inaccurate
3 wage statements, and untimely payment of wages in the Action, are
4 disputed and that the payments set forth herein constitute payment of
5 all sums allegedly due to them. Class Representatives, on behalf of
6 themselves and the Participating Settlement Class Members,
7 acknowledge and agree that California Labor Code Section 206.5 does
8 not apply. Section 206.5 provides in pertinent part as follows:

9 An employer shall not require the execution of any release of any
10 claim or right on account of wages due, or to become due, or made as
11 an advance on wages to be earned unless payment of those wages has
12 been made.

13 3. Release by the Plaintiffs on behalf of the LWDA. Upon entry of final
14 judgment and funding of the Gross Settlement Amount, in exchange for the
15 consideration set forth in this Agreement, Plaintiffs on behalf of the LWDA,
16 and the State of California, will release the Released Parties from the Released
17 PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved
18 Employees shall be precluded from bringing claims against Defendants for
19 the Released PAGA Claims.

20 4. General Release by Class Representatives. As of the Funding Date, for the
21 consideration set forth in this Agreement, Class Representatives, for
22 themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries,
23 devisees, legatees, executors, administrators, trustees, conservators,
24 guardians, assigns, and representatives, will waive, release, acquit and forever
25 discharge the Released Parties from any and all claims, known or unknown.
26 Class Representatives waive all rights and benefits afforded by section 1542
27 of the Civil Code. Section 1542 provides:
28

1 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS***
2 ***THAT THE CREDITOR OR RELEASING PARTY DOES NOT***
3 ***KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT***
4 ***THE TIME OF EXECUTING THE RELEASE AND THAT, IF***
5 ***KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY***
6 ***AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
7 ***OR RELEASED PARTY.***
8

9 Thus, notwithstanding the provisions of section 1542, and to implement a full
10 and complete release and discharge of the Released Parties, Class
11 Representatives expressly acknowledge this Settlement Agreement is
12 intended to include in its effect, without limitation, all claims Class
13 Representatives do not know or suspect to exist in Class Representatives'
14 favor at the time of signing this Settlement Agreement, and that this
15 Settlement Agreement contemplates the extinguishment of any such claims.
16 Class Representatives warrant that Class Representatives have read this
17 Settlement Agreement, including this waiver of California Civil Code section
18 1542, and that Class Representatives have consulted with or had the
19 opportunity to consult with counsel of Class Representatives' choosing about
20 this Settlement Agreement and specifically about the waiver of section 1542,
21 and that Class Representatives understand this Settlement Agreement and the
22 section 1542 waiver, and so Class Representatives freely and knowingly enter
23 into this Settlement Agreement. Class Representatives further acknowledge
24 that Class Representatives later may discover facts different from or in
25 addition to those Class Representatives now know or believe to be true
26 regarding the matters released or described in this Settlement Agreement, and
27 even so Class Representatives agree that the releases and agreements
28 contained in this Settlement Agreement shall remain effective in all respects

1 notwithstanding any later discovery of any different or additional facts. Class
2 Representatives expressly assume any and all risk of any mistake in
3 connection with the true facts involved in the matters, disputes, or
4 controversies released or described in this Settlement Agreement or with
5 regard to any facts now unknown to Class Representatives relating thereto.

6 5. Class Size. Defendants estimate that the Settlement Class was comprised of
7 630 individuals who collectively worked approximately 37,000 workweeks
8 (“Projected Workweeks”) during the Class Period. On February 11, 2025,
9 Defendants provided the Settlement Administrator with the Class Data in order to
10 ensure the Settlement Administrator has sufficient time to prepare a declaration prior
11 to the filing of the motion for Preliminary Approval.

12 6. Settlement Payment. Dungarvin California shall deposit the Gross Settlement
13 Amount into the QSF by the Funding Date. Any interest that accrues will be
14 added to the NSA and will be distributed pro rata to the Settlement Class
15 Members and Aggrieved Employees. If no funds are distributed (*e.g.*, because
16 final approval is reversed on appeal) then Dungarvin California is entitled to
17 prompt return of the principal and all interest accrued.

18 B. Nullification of Settlement Agreement. If a) Defendants fail to fully fund the Gross
19 Settlement Amount or b) Defendants are unable to obtain the releases set forth above
20 because, *inter alia*, the Court denies the motion for preliminary or final approval of the
21 Settlement Agreement, or if the Court’s order granting approval is reversed, withdrawn
22 or modified, then:

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

27 2. The conditional class certification (obtained for any purpose) shall be void *ab*
28 *initio* and of no force or effect, and shall not be admissible in any judicial,

administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

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

4. If the Agreement is nullified due to Dungarvin California's failure to fully fund the Gross Settlement Amount, then Dungarvin California shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification. If the Agreement is nullified for any other reason, both Parties shall equally bear the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

C. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Settlement Class for purposes of settlement only.

D. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employees Payment.

E. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision

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

16 F. Preliminary Approval Motion. No later than 45 days after this Settlement Agreement
17 is fully executed, Plaintiffs shall file with the Court a Motion for Order Granting
18 Preliminary Approval and supporting papers, which shall include this Settlement
19 Agreement. Plaintiffs will provide Defendants with a draft of the Motion at least three
20 (3) business days prior to the filing of the Motion to give Defendants an opportunity
21 to propose changes or additions to the Motion.

22 G. Settlement Administrator. The Settlement Administrator shall perform all duties
23 related to the administration of the Settlement as described in this Agreement
24 including, without limitation, establishing and administering the QSF; calculating,
25 processing and mailing payments to the Class Representative, Class Counsel, LWDA
26 Aggrieved Employees and Class Members; printing and mailing the Notice Packets to
27 the Class Members and Aggrieved Employees as directed by the Court; receiving and
28 reporting the objections and requests for exclusion; calculating, deducting and

1 remitting all legally required taxes from Individual Settlement Payments and
2 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
3 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
4 individual shares of the Aggrieved Employee Payment; processing and mailing tax
5 payments to the appropriate state and federal taxing authorities; providing
6 declaration(s) as necessary in support of preliminary and/or final approval of this
7 Settlement; and other tasks as the Parties mutually agree or the Court orders the
8 Settlement Administrator to perform. The Settlement Administrator shall keep the
9 Parties timely apprised of the performance of all Settlement Administrator
10 responsibilities by among other things, sending a weekly status report to the Parties'
11 counsel stating the date of the mailing, the of number of Elections Not to Participate
12 in Settlement it receives (including the numbers of valid and deficient), and number of
13 objections received.

14 H. Notice Procedure.

15 1. Class Data. On February 11, 2025, Dungarvin California provided the
16 Settlement Administrator with the Class Data for purposes of preparing and
17 mailing Notice Packets to the Class Members. The Class Data will be
18 presumed to be correct unless a particular Class Member proves otherwise to
19 the Settlement Administrator by credible written evidence. All Workweek
20 disputes will be resolved and decided by the Settlement Administrator, and
21 the Settlement Administrator's decision on all Workweek disputes is final and
22 non-appealable. The Class Data provided to the Settlement Administrator will
23 not be provided to Class Counsel, and it will remain confidential; it shall be
24 used solely to administer the Settlement, and it will not be used or disclosed
25 to anyone except as required by applicable tax authorities, pursuant to
26 Defendants' express written consent, or by order of the Court.

27 2. Notice Packets.

1 a) The Notice Packet shall contain the Notice of Class Action Settlement
2 in a form substantially similar to **Exhibit A**. The Notice of Class
3 Action Settlement shall inform Class Members and Aggrieved
4 Employees that they need not do anything in order to receive their
5 payment and to keep the Settlement Administrator apprised of any
6 changes to their mailing address. The Notice of Class Action
7 Settlement shall set forth the scope of the release. Each Notice shall
8 state the number of Workweeks and PAGA Pay Periods, if any, and
9 the estimated amount of their Individual Settlement Payment and each
10 Aggrieved Employee's individual share of the Aggrieved Employee
11 Payment, if any. The Settlement Administrator shall use the Class
12 Data to determine the number of Workweeks and PAGA Pay Periods.
13 The Notice will also advise the Aggrieved Employees that they will
14 release the Released PAGA Claims and will receive their share of the
15 Aggrieved Employee Payment regardless of whether they request to
16 be excluded from the Settlement.

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

23 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
24 Settlement Administrator will perform a search based on the National Change
25 of Address Database to update and correct any known or identifiable address
26 changes. No later than twenty-one (21) calendar days after preliminary
27 approval of the Settlement, the Settlement Administrator shall mail copies of
28 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The

1 Settlement Administrator shall exercise its best judgment to determine the
2 current mailing address for each Class Member. The address identified by the
3 Settlement Administrator as the current mailing address shall be presumed to
4 be the best mailing address for each Class Member.

5 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
6 Administrator as non-delivered on or before the Response Deadline shall be
7 re-mailed to any forwarding address provided. If no forwarding address is
8 provided, the Settlement Administrator shall promptly attempt to determine a
9 correct address by lawful use of skip-tracing, or other search using the name,
10 address and/or Social Security number of the Class Member involved, and
11 shall then perform a re-mailing, if another mailing address is identified by the
12 Settlement Administrator. In addition, if any Notice Packets, which are
13 addressed to Class Members who are currently employed by Defendants, are
14 returned to the Settlement Administrator as non-delivered and no forwarding
15 address is provided, the Settlement Administrator shall notify Defendants.
16 Defendants will request that the currently employed Class Member provide a
17 corrected address and transmit to the Administrator any corrected address
18 provided by the Class Member. Class Members who received a re-mailed
19 Notice Packet shall have their Response Deadline extended fifteen (15) days
20 from the original Response Deadline.

21 5. Disputes Regarding Individual Settlement Payments. Class Members will
22 have the opportunity to dispute the Class Data by providing documentation
23 and/or an explanation regarding the dispute. If there is a dispute, the
24 Settlement Administrator will consult with the Parties to determine whether
25 an adjustment is warranted. The Settlement Administrator shall determine the
26 eligibility for, and the amounts of, any Individual Settlement Payments under
27 the terms of this Agreement. The Settlement Administrator's determination
28

1 of the eligibility for and amount of any Individual Settlement Payment shall
2 be binding upon the Class Member and the Parties.

3 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
4 by the Settlement Administrator concerning the administration of the
5 Settlement will be resolved by the Court under the laws of the State of
6 California. Before any such involvement of the Court, counsel for the Parties
7 will confer in good faith to resolve the disputes without the necessity of
8 involving the Court.

9 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
10 Packet shall state that Class Members who wish to exclude themselves from
11 the Settlement must submit a written request for exclusion by the Response
12 Deadline. The written request for exclusion must state that the Class Member
13 wishes to exclude himself or herself from the Settlement and (1) must contain
14 the name, address, and the last four digits of the Social Security number of the
15 person requesting exclusion; (2) must be signed by the Class Member; (3)
16 must be postmarked or fax stamped by the Response Deadline and returned to
17 the Settlement Administrator at the specified address or fax telephone number;
18 and (4) contain a typewritten or handwritten notice stating in substance: "I
19 wish to opt out of the settlement of the class action lawsuit entitled *Teishetta*
20 *Hollis et al. v. Dungarvin, Inc., et al.*, current pending in Alameda County
21 Superior Court, Case No. RG21106102. I understand that by requesting to be
22 excluded from the settlement, I will receive no money from the Settlement
23 described in this Notice." The request for exclusion will not be valid if it is
24 not timely submitted, if it is not signed by the Class Member, or if it does not
25 contain the name and address and last four digits of the Social Security number
26 of the Class Member. The date of the postmark on the mailing envelope or
27 fax stamp on the request for exclusion shall be the exclusive means used to
28 determine whether the request for exclusion was timely submitted. Any Class

1 Member who requests to be excluded from the Settlement Class will not be
2 entitled to an Individual Settlement Payment and will not be otherwise bound
3 by the terms of the Settlement or have any right to object, appeal or comment
4 thereon. However, any Class Member that submits a timely request for
5 exclusion that is also a member of the Aggrieved Employees will still receive
6 his/her pro rata share of the PAGA Settlement, as specified below, and in
7 consideration, will be bound by the Release by the Aggrieved Employees as
8 set forth herein. Settlement Class Members who fail to submit a valid and
9 timely written request for exclusion on or before the Response Deadline shall
10 be bound by all terms of the Settlement and any final judgment entered in this
11 Action if the Settlement is approved by the Court. No later than fourteen (14)
12 calendar days after the Response Deadline, the Settlement Administrator shall
13 provide counsel for the Parties with a final list of the Class Members who have
14 timely submitted written requests for exclusion. At no time shall any of the
15 Parties or their counsel seek to solicit or otherwise encourage members of the
16 Class to submit requests for exclusion from the Settlement.

- 17 8. Objections. The Notice of Class Action Settlement contained in the Notice
18 Packet shall state that Class Members who wish to object to the Settlement
19 may submit to the Settlement Administrator a written statement of objection
20 (“Notice of Objection”) by the Response Deadline. The postmark date of
21 mailing shall be deemed the exclusive means for determining that a Notice of
22 Objection was served timely. The Notice of Objection, if in writing, must be
23 signed by the Settlement Class Member and state: (1) the case name and
24 number; (2) the name of the Settlement Class Member; (3) the address of the
25 Settlement Class Member; (4) the last four digits of the Settlement Class
26 Member’s Social Security number; (5) the basis for the objection; and (6) if
27 the Settlement Class Member intends to appear at the Final
28 Approval/Settlement Fairness Hearing. Class Members who fail to make

1 objections in writing in the manner specified above may still make their
2 objections orally at the Final Approval/Settlement Fairness Hearing with the
3 Court's permission. Settlement Class Members will have a right to appear at
4 the Final Approval/Settlement Fairness Hearing to have their objections heard
5 by the Court regardless of whether they submitted a written objection. At no
6 time shall any of the Parties or their counsel seek to solicit or otherwise
7 encourage Class Members to file or serve written objections to the Settlement
8 or appeal from the Order and Final Judgment. Class Members who submit a
9 written request for exclusion may not object to the Settlement. Class Members
10 may not object to the PAGA Payment. The Parties may file a response to any
11 objections at least five (5) court days before the date of the Final Approval
12 Hearing.

- 13 I. Funding and Allocation of the Gross Settlement Amount. Dungarvin California is
14 required to pay the Gross Settlement Amount, plus any employer's share of payroll
15 taxes as mandated by law, in accordance with the schedule outlined in section I(O)
16 above.

- 17 1. Calculation of Individual Settlement Payments. Individual Settlement
18 Payments shall be paid from the Net Settlement Amount and shall be paid
19 pursuant to the formula set forth herein. Using the Class Data, the Settlement
20 Administrator shall add up the total number of Workweeks for all Class
21 Members. The respective Workweeks for each Class Member will be divided
22 by the total Workweeks for all Class Members, resulting in the Payment Ratio
23 for each Class Member. Each Class Member's Payment Ratio will then be
24 multiplied by the Net Settlement Amount to calculate each Class Member's
25 estimated Individual Settlement Payments. Each Individual Settlement
26 Payment will be reduced by any legally mandated employee tax withholdings
27 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
28 Members who submit valid and timely requests for exclusion will be

1 redistributed to Settlement Class Members who do not submit valid and timely
2 requests for exclusion on a pro rata basis based on their respective Payment
3 Ratios.

4 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
5 Class Data, the Settlement Administrator shall add up the total number of
6 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
7 The respective PAGA Pay Periods for each Aggrieved Employee will be
8 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
9 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
10 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
11 Aggrieved Employee’s Portion of the PAGA Payment, \$5,000.00 (25% of
12 \$20,000.00), to calculate each Aggrieved Employee’s estimated share of the
13 PAGA Payment.

14 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
15 Settlement Payments shall be allocated and treated as 20% wages (“Wage
16 Portion”) and 40% penalties (“Penalty Portion”) and 40% pre-judgment
17 interest (“Interest Portion”). The Wage Portion of the Individual Settlement
18 Payments shall be reported on IRS Form W-2 and the Penalty and Interest
19 Portions of the Individual Settlement Payments shall be reported on IRS Form
20 1099 issued by the Settlement Agreement.

21 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
22 Employee Payments shall be allocated and treated as 100% penalties and shall
23 be reported on IRS Form 1099.

24 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
25 individual shares of the PAGA Payment made to Settlement Class Members
26 and/or Aggrieved Employees under this Settlement Agreement, as well as any
27 other payments made pursuant to this Settlement Agreement, will not be
28 utilized to calculate any additional benefits under any benefit plans to which

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

7 6. All monies received by Settlement Class Members under the Settlement which
8 are attributable to wages shall constitute income to such Settlement Class
9 Members solely in the year in which such monies actually are received by the
10 Settlement Class Members. It is the intent of the Parties that Individual
11 Settlement Payments and individual shares of the PAGA Payment provided for
12 in this Settlement Agreement are the sole payments to be made by Dungarvin
13 California to Settlement Class Members and/or Aggrieved Employees in
14 connection with this Settlement Agreement, but Plaintiffs, and that the
15 Settlement Class Members and/or Aggrieved Employees are not entitled to any
16 new or additional compensation or benefits as a result of having received the
17 Individual Settlement Payments and/or their shares of the Aggrieved Employee
18 Payment.

19 7. Mailing. Individual Settlement Payments and PAGA Payments shall be
20 mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or
21 Aggrieved Employees' last known mailing address no later than fourteen (14)
22 calendar days after Dungarvin California funds sufficient funds to pay the Net
23 Settlement Amount (estimated to happen by the 15th installment).

24 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
25 Employees shall remain valid and negotiable for one hundred and eighty (180)
26 days from the date of their issuance. If a Settlement Class Member and/or
27 Aggrieved Employee does not cash his or her settlement check within ninety
28 (90) days, the Settlement Administrator will send a letter to such persons,

1 advising that the check will expire after the 180th day, and invite that
2 Settlement Class Member and/or Aggrieved Employee to request reissuance
3 in the event the check was destroyed, lost or misplaced. In the event an
4 Individual Settlement Payment and/or Aggrieved Employee's individual
5 share of the PAGA Payment check has not been cashed within one hundred
6 and eighty (180) days, all funds represented by such uncashed checks, plus
7 any interest accrued thereon, shall be paid to the California Controller's
8 Unclaimed Property Fund in the name of the Settlement Class Member and/or
9 Aggrieved Employee thereby leaving no "unpaid residue" subject to the
10 requirements of California Code of Civil Procedure section 384, subd. (b).

- 11 9. Service Award. In addition to the Individual Settlement Payment as a
12 Settlement Class Member and their individual share of the Aggrieved
13 Employee Payment, the Class Representatives will each apply to the Court for
14 an award of not more than \$10,000.00 as Service Awards. Defendants will
15 not oppose Service Awards of no more than \$10,000.00 for each Class
16 Representative. The Settlement Administrator shall pay the Service Awards,
17 either in the amount stated herein if approved by the Court or some other
18 amount as approved by the Court, to Class Representatives from the Gross
19 Settlement Amount no later than fourteen (14) calendar days after the Funding
20 Date. Any portion of the requested Service Awards that is not awarded to the
21 Class Representatives shall be part of the Net Settlement Amount and shall be
22 distributed to Settlement Class Members as provided in this Agreement. The
23 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
24 Representatives for their Service Awards. Class Representatives shall be
25 solely and legally responsible to pay any and all applicable taxes on their
26 Service Awards and shall hold harmless the Released Parties from any claim
27 or liability for taxes, penalties, or interest arising as a result of the Service
28 Awards. Approval of this Settlement shall not be conditioned on Court

1 approval of the requested amount of the Service Awards. If the Court reduces
2 or does not approve the requested Service Awards, Class Representatives shall
3 not have the right to revoke the Settlement, and it will remain binding.

4 10. Attorneys' Fees and Attorneys' Expenses. Defendants will not object to Class
5 Counsel filing a motion for Attorneys' Fees not to exceed 35% of the Gross
6 Settlement Amount (currently estimated to be \$157,500.00) and Attorneys'
7 Expenses supported by declaration not to exceed Forty Thousand Dollars and
8 Zero Cents (\$40,000.00). Any awarded Attorneys' Fees and Attorneys'
9 Expenses shall be paid from the Gross Settlement Amount. Any portion of
10 the requested Attorneys' Fees and/or Attorneys' Expenses that are not
11 awarded to Class Counsel shall be added to the Net Settlement Amount and
12 shall be distributed to Settlement Class Members as provided in this
13 Agreement. The Settlement Administrator shall allocate and pay the
14 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later
15 than fourteen (14) calendar days after the Funding Date. Class Counsel shall
16 be solely and legally responsible to pay all applicable taxes on the payment
17 made pursuant to this paragraph. The Settlement Administrator shall issue an
18 IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to
19 this paragraph. In the event that the Court reduces or does not approve the
20 requested Attorneys' Fees, Plaintiffs and Class Counsel shall not have the
21 right to revoke the Settlement, or to appeal such order, and the Settlement will
22 remain binding.

23 11. PAGA Payment. Twenty Thousand Dollars (\$20,000) shall be allocated from
24 the Gross Settlement Amount for settlement of claims for civil penalties under
25 the Private Attorneys General Act of 2004. The Settlement Administrator shall
26 pay seventy-five percent (75%) of the PAGA Payment (\$15,000.00) to the
27 California Labor and Workforce Development Agency no later than fourteen
28 (14) calendar days after the Funding Date. Twenty-five percent (25%) of the

1 PAGA Payment (\$5,000.00) will be distributed to the Aggrieved Employees
2 as described in this Agreement no later than fourteen (14) calendar days after
3 Dungarvin California funds sufficient funds to pay the Net Settlement Amount
4 (estimated to happen by the 15th installment). For purposes of distributing the
5 PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall
6 receive their pro-rata share of the Aggrieved Employee Payment using the
7 PAGA Payment Ratio as defined above.

8 12. Claims Administration Expenses. The Settlement Administrator shall be paid
9 for the actual costs of administration of the Settlement from the Gross
10 Settlement Amount. The estimate of the Administration Costs is \$10,000.00.
11 The Settlement Administrator shall be paid the Claims Administration
12 Expenses no later than fourteen (14) calendar days after the Funding Date.

13 J. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with
14 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
15 twenty-eight (28) days following the expiration of the Response Deadline, which
16 motion shall request final approval of the Settlement and a determination of the
17 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
18 Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiffs
19 will provide Defendants with a draft of the Motion at least five (5) business days prior
20 to the filing of the Motion to give Defendants an opportunity to propose changes or
21 additions to the Motion.

22 1. Declaration by Settlement Administrator. No later than seven (7) days after
23 the Response Deadline, the Settlement Administrator shall submit a
24 declaration in support of Plaintiffs' motion for final approval of this
25 Settlement detailing the number of Notice Packets mailed and re-mailed to
26 Class Members, the number of undeliverable Notice Packets, the number of
27 timely requests for exclusion, the number of objections received, the amount
28 of the average Individual Settlement Payment and highest Individual

1 Settlement Payment, the Claims Administration Expenses, and any other
2 information as the Parties mutually agree or the Court orders the Settlement
3 Administrator to provide.

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

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

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

13 P. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action
14 under California Code of Civil Procedure section 664.6 to ensure the continuing
15 implementation of the provisions of this Settlement and that the time within which to
16 bring this Action to trial under California Code of Civil Procedure section 583.310
17 shall be extended from the date of signing of this Agreement by all Parties until the
18 entry of the Final Approval Order and Judgment or if not entered, the date this
19 Agreement shall not longer be of any force or effect.

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

22 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
23 Agreement among these Parties, and no oral or written representations, warranties or
24 inducements have been made to any Party concerning this Agreement or its Exhibit
25 other than the representations, warranties and covenants contained and memorialized
26 in this Agreement and its Exhibit.

27 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate

1 this Agreement and to take all appropriate Action required or permitted to be taken by
2 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
3 documents required to effectuate the terms of this Agreement. The persons signing
4 this Agreement on behalf of Defendants represent and warrants that he/she is
5 authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and
6 warrants that they are authorized to sign this Agreement and that they have not
7 assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

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

12 V. Counterparts. This Agreement may be executed in one or more counterparts by
13 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be
14 accepted as an original. All executed counterparts and each of them shall be deemed
15 to be one and the same instrument provided that counsel for the Parties to this
16 Agreement shall exchange among themselves copies or originals of the signed
17 counterparts. Any executed counterpart will be admissible in evidence to prove the
18 existence and contents of this Agreement.

19 W. Court Filings. The Parties shall not object to any Court filings consistent with this
20 Agreement.

21 X. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
22 Agreement shall be presented to the mediator Steven Mehta, Esq. for resolution.

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

27 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
28 respect to the interpretation, implementation and enforcement of the terms of this

1 Agreement and all orders and judgments entered in connection therewith, and the
2 Parties and their counsel submit to the jurisdiction of the Court for purposes of
3 interpreting, implementing and enforcing the settlement and all orders and judgments
4 entered in connection with this Agreement.

5 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
6 the Court shall first attempt to construe the provisions valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this
8 Agreement valid and enforceable.

9 BB. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently
10 intend to pursue any claims against the Released Parties, including, but not limited to,
11 any and all claims relating to or arising from Plaintiffs' employment with Defendants,
12 regardless of whether Plaintiffs or Class Counsel are currently aware of any facts or
13 legal theories upon which any claims or causes of action could be brought against
14 Released Parties, including those facts or legal theories alleged in the operative
15 complaint in this Action. The Parties further acknowledge, understand and agree that
16 this representation is essential to the Agreement and that this Agreement would not
17 have been entered into were it not for this representation.

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

20 DD. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
21 Released Claims have merit and give rise to liability on the part of Defendants.
22 Defendants claim that the Released Claims have no merit and do not give rise to
23 liability. This Agreement is a compromise of disputed claims. Nothing contained in
24 this Agreement and no documents referred to and no action taken to carry out this
25 Agreement may be construed or used as an admission by or against the Defendants or
26 Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other
27 than as may be specifically set forth herein, each Party shall be responsible for and
28 shall bear their own attorney's fees and costs.

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

DATED: 02/14/2025


teishetta.hollis (Feb 14, 2025 15:52 PST)
Teishetta Hollis

DATED: 02/14/2025


Lakesha McGee (Feb 14, 2025 18:01 CST)
Lakesha McGee

DATED: 02/17/2025


Yasmin g rico (Feb 18, 2025 06:51 PST)
Yasmin Rico

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IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 3/3/25

Lori Kress
Dungarvin, Inc.

Lori Kress
Printed Name

CEO
Title

DATED: 3/3/25

Lori Kress
Dungarvin California, LLC

Lori Kress
Printed Name

CEO
Title

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 02/20/2025

JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff and the Settlement Class
Members

DATED: 02/20/2025

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

LAWYERS FOR JUSTICE, PC

By: _____
Edwin Aiwarzian, Esq.
Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

WILSON ELSEER MOSKOWITZ EDELMAN
& DICKER LLP

By: _____
Diana M. Estrada, Esq.
Trevor Wong, Esq.
Attorneys for Defendants

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: _____

5 Jean-Claude Lapuyade, Esq.

6 Attorneys for Plaintiff and the Settlement Class
Members

7 DATED: _____

ZAKAY LAW GROUP, APLC

8 By: _____

9 Shani O. Zakay, Esq.

10 Attorneys for Plaintiff and the Settlement Class
Members

11
12
13 DATED: March 03, 2025

LAWYERS FOR JUSTICE, PC

14 By:  _____

15 Joanna Ghosh, Esq.

16 Attorneys for Plaintiff and the Settlement Class
Members

17
18 DATED: March 3, 2025

19 WILSON ELSEER MOSKOWITZ EDELMAN
& DICKER LLP

20 By:  _____

21 Diana M. Estrada, Esq.

22 Trevor Wong, Esq.

23 Attorneys for Defendants
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EXHIBIT A

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

(Teishetta Hollis v. Dungarvin, Inc., et al., Alameda County Superior Court Case No. RG21106102)

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the “Court”) has been reached between Plaintiff Hollis, Plaintiff McGee, and Plaintiff Rico (“Plaintiffs”) and Defendant Dungarvin, Inc., and Defendant Dungarvin California, LLC (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

All non-exempt employees who are or previously were employed by Dungarvin, Inc., and/or Dungarvin California, LLC and performed work in California during the Class Period.

The “Class Period” is the period from July 22, 2017, through June 30, 2024.

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

2. What is this class action lawsuit about?

On July 22, 2021, Plaintiff Hollis and Plaintiff McGee filed a Complaint against Defendants in the Superior Court of the State of California, County of Alameda, asserting causes of action for: (1) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (2) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (3) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (4) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (5) Failure to Provide Wages When Due (Labor Code §§ 201, 202); (6) Failure to Provide Wages When Due (Labor Code § 203); (7) Failure to Provide Accurate Itemized Statements (Labor Code §§ 226 and 226.2 et seq.); (8) Failure to Keep Requisite Payroll Records (Labor Code § 1174(d)); (9) Failure to Reimburse Employees for Required Expenses (Labor Code §§ 2800, 2802); and (10) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). In order to facilitate the settlement, on July 14, 2021, Plaintiff McGee filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On August 24, 2021, Plaintiff Rico filed a Notice of Violations with the (LWDA) and served the same on Defendants. On September 20, 2021, Plaintiff McGee filed a lawsuit *Lakesha McGee v. Dungarvin California, LLC, et al.*, in Alameda Superior Court with the Case No. RG21113182 (“PAGA Action”) alleging a single cause of action for violations of PAGA. On November 9, 2021, Plaintiff McGee amended the PAGA Action complaint to add Plaintiff Rico as an additional plaintiff. On April 11, 2023, the Court consolidated the Action and the PAGA Action. The operative Complaint includes an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, et seq.]

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

On August 7, 2024, the Parties participated in an all-day mediation with Steven Mehta, Esq., a mediator of wage and hour class actions. The mediation concluded without a settlement, but subsequent negotiations with the mediator’s help resulted in settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC, to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00). (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Awards to the Plaintiffs.

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

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

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$10,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys' Fees and Expenses. Payment to Class Counsel of Attorneys' Fees of no more than 35% of the Gross Settlement Amount (currently \$157,500.00) and Attorneys' Expenses of not more than \$40,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. Service Awards of up to Ten Thousand Dollars (\$10,000.00) to each Plaintiff or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Awards, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Dungarvin, Inc., and/or Dungarvin California, LLC and performed work in California during the PAGA Period. The PAGA Period means the period from July 14, 2020, through June 30, 2024.

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

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue

Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Payment Timeline: Defendants will fund the Gross Settlement Amount in equal monthly installment payments of \$18,000 each, the first payment commencing on January 16, 2025, and continuing every month until completed in February 2027. Defendants shall fund the employer's side payroll taxes together with the 15th installment. Your individual settlement payment is expected to be mailed to you after the 15th installment is paid by Defendants, which the Parties expect will happen in March of 2026.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims shall mean the release from the Class Members of any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the Operative Complaint in the Action or that could have been alleged based on the facts alleged, including but not limited to: (a) any alleged failure by Defendants (1) to pay minimum wage; (2) to pay overtime wages, (3) to pay expenses reimbursements, (4) to provide meal periods or pay meal period premium wages, (5) to authorize and permit rest periods or pay rest period premium wages, (6) to issue compliant wage statements, or (7) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(5) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(5) above, including, without limitation, violation of California Labor Code sections 201–204, 210, 226, 226.7, 227.3, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802 or any other applicable state statute, rule and/or regulation (Wage Order) during the Class Period (“California Released Claims”). The California Released Claims expressly excludes claims brought under PAGA. With respect to all Class Members with the exception of Plaintiffs, the release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, The Plaintiffs, on behalf of the LWDA and the State of California shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the “PAGA Release”). “Released PAGA Claims” means all PAGA

claims alleged in Plaintiffs' PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims

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

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (July 14, 2020, through June 30, 2024).

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

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (from July 14, 2020, through June 30, 2024).

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

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

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated

request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Teishetta Hollis et al. v. Dungarvin, Inc., et al.*, Alameda County Superior Court Case No. RG21106102. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Teishetta Hollis et al. v. Dungarvin, Inc., et al., Alameda County Superior Court Case No. RG21106102*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Counsel for Defendants:

Diana M. Estrada, Esq.
Trevor Wong, Esq.
Wilson Elser Moskowitz Edelman & Dicker, LLP
555 S. Flower Street – Suite 2900
Los Angeles, CA 90071-2407
Tel: (213) 443-5100
Fax: (213) 443-5100

E-Mail: diana.estrada@wilsonelser.com

E-Mail: trevor.wong@wilsonelser.com

Class Counsel:

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

Class Counsel:

Edwin Aiwarzian, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
Email: edwin@calljustice.com

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

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

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

You may call the Settlement Administrator at 1-800-355-0700 or write to is *Teishetta Hollis et al. v. Dungarvin, Inc., et al.*, Alameda County Superior Court Case No. RG21106102., Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o Apex Class Action, LLC.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Perssia Razma (State Bar # 351398)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Eden Zakay (State Bar # 339536)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 892-7095

Facsimile: (858) 404-9203

shani@zakaylaw.com

eden@zakaylaw.com

Attorneys for PLAINTIFFS

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TEISHETTA HOLLIS, LAKESHA MCGEE,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

DUNGARVIN, INC., an unknown business
entity; DUNGARVIN CALIFORNIA, LLC, a
Minnesota limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No: RG21106102

**AMENDMENT NO. 1 TO CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Date: April 8, 2025

Time: 1:30 pm

Reservation ID: 801755862981

Judge: Hon. Somnath Raj Chatterjee
Dept.: 21

Lawyers for Justice, PC

Edwin Aiwazian, Esq.

Arby Aiwazian, Esq.

Tara Zabehi, Esq.

Travis J. Maher, Esq.

Brittany Shaw, Esq.

Joanna Ghosh, Esq.

450 N. Brand Blvd., Suite 900

Glendale, California 91203

T: (818) 265-1020

F: (818) 265-1021

edwin@calljustice.com

arby@calljustice.com

tara@calljustice.com

travis@calljustice.com

brittany@calljustice.com

joanna@calljsutice.com

1 Plaintiffs TEISHETTA HOLLIS, LAKESHA MCGEE, and YASMIN RICO (hereinafter
2 “Plaintiffs”), and Defendants DUNGARVIN, INC and DUNGARVIN CALIFORNIA, (together,
3 “Defendants,” and collectively with Plaintiffs, the “Parties”), pursuant to Paragraph III(Q) of the
4 Class And Paga Action Settlement And Release Of Claims (“Original Agreement”) entered into
5 on or around March 3, 2025, hereby agree to amend the Original Agreement, as stated herein. The
6 amendments stated herein are incorporated by this reference:

7 **A. Paragraph I(E) of the Original Agreement is hereby amended to state as**
8 **follows:**

9 “Released PAGA Claims” means any and all claims for civil penalties under PAGA based on the
10 allegations in the PAGA Notice that arose during the PAGA Period, including violations of
11 California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197,
12 1197.1, 1198, 2800, 2802, 2698, et seq., and the applicable IWC Wage Order as well as all facts,
13 theories, or claims for civil penalties that would be considered administratively exhausted under
14 applicable law by the PAGA Notice submitted in the Action. It expressly excludes all other
15 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
16 disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

17 **B. Paragraph I(O) to the Original Agreement is hereby amended to state as follows:**

18 “Funding Date” means the date on which Dungarvin California, LLC (“Dungarvin California”)
19 funds the Gross Settlement Amount in full. Dungarvin California shall fund the Gross Settlement
20 Amount in 23 monthly installments, with the first installment in the amount of \$54,000 due to the
21 Settlement Administrator by March 31, 2025, and with the subsequent installments comprised of
22 equal monthly payments of \$18,000 each continuing every month until completed in February
23 2027. Dungarvin California shall fund the employer’s side payroll taxes together with the 15th
24 installment, provided the Settlement Administrator has calculated and sent to Defendants’
25 counsel, the calculated total of payroll taxes due, so that Dungarvin California may include it in
26 its final payment of the Gross Settlement Fund. If the calculation is not completed before
27 Dungarvin California’s final payment toward the Gross Settlement Fund is made, Dungarvin
28 California will promptly submit the employer’s side payroll taxes after the total due is submitted

1 to Defendants' counsel. The installment payments will be deposited in a QSF maintained by the
2 Settlement Administrator. If final approval is not received, Dungarvin California, LLC shall be
3 entitled to and shall receive all of the money paid into the QSF account back, plus any interest
4 accrued thereon. "Gross Settlement Amount" means Four-Hundred and Fifty Thousand Dollars
5 and Zero Cents (\$450,000.00) that Dungarvin California must pay into the QSF in connection
6 with this Settlement, inclusive of the sum of Individual Settlement Payments, Claims
7 Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service Awards, and the
8 PAGA Payment and *exclusive* of the employer's share of payroll tax, if any, triggered by any
9 payment under this Settlement.

10 **C. Exhibit A to the Original Agreement will be replaced with revised Notice of Class**
11 **Action Settlement that is attached hereto as Exhibit A.**

12 **IT IS SO AGREED.**

13
14 Dated: March 13, 2025



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

15
16
17
18 Dated: March 13, 2025



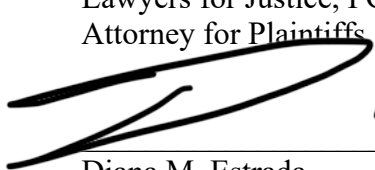
Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiffs

19
20
21 Dated: March 18, 2025



Joanna Ghosh
Lawyers for Justice, PC
Attorney for Plaintiffs

22
23
24
25 Dated: March 13, 2025



Diana M. Estrada
Wilson Elser Moskowitz Edelman & Dicker
LLP
Attorney for Defendants

EXHIBIT A

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

*(Teishetta Hollis v. Dungarvin, Inc., et al., Alameda County Superior Court Case No.
RG21106102)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the “Court”) has been reached between Plaintiff Hollis, Plaintiff McGee, and Plaintiff Rico (“Plaintiffs”) and Defendant Dungarvin, Inc., and Defendant Dungarvin California, LLC (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

All non-exempt employees who are or previously were employed by Dungarvin, Inc., and/or Dungarvin California, LLC and performed work in California during the Class Period.

The “Class Period” is the period from July 22, 2017, through June 30, 2024.

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

2. What is this class action lawsuit about?

On July 22, 2021, Plaintiff Hollis and Plaintiff McGee filed a Complaint against Defendants in the Superior Court of the State of California, County of Alameda, asserting causes of action for: (1) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (2) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (3) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (4) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (5) Failure to Provide Wages When Due (Labor Code §§ 201, 202); (6) Failure to Provide Wages When Due (Labor Code § 203); (7) Failure to Provide Accurate Itemized Statements (Labor Code §§ 226 and 226.2 et seq.); (8) Failure to Keep Requisite Payroll Records (Labor Code § 1174(d)); (9) Failure to Reimburse Employees for Required Expenses (Labor Code §§ 2800, 2802); and (10) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). In order to facilitate the settlement, on July 14, 2021, Plaintiff McGee filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On August 24, 2021, Plaintiff Rico filed a Notice of Violations with the (LWDA) and served the same on Defendants. On September 20, 2021, Plaintiff McGee filed a lawsuit *Lakesha McGee v. Dungarvin California, LLC, et al.*, in Alameda Superior Court with the Case No. RG21113182 (“PAGA Action”) alleging a single cause of action for violations of PAGA. On November 9, 2021, Plaintiff McGee amended the PAGA Action complaint to add Plaintiff Rico as an additional plaintiff. On April 11, 2023, the Court consolidated the Action and the PAGA Action. The operative Complaint includes an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*]

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

On August 7, 2024, the Parties participated in an all-day mediation with Steven Mehta, Esq., a mediator of wage and hour class actions. The mediation concluded without a settlement, but subsequent negotiations with the mediator’s help resulted in settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC, to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00). (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Awards to the Plaintiffs.

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

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court

approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$10,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys' Fees and Expenses. Payment to Class Counsel of Attorneys' Fees of no more than 35% of the Gross Settlement Amount (currently \$157,500.00) and Attorneys' Expenses of not more than \$40,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. Service Awards of up to Ten Thousand Dollars (\$10,000.00) to each Plaintiff or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Awards, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Dungarvin, Inc., and/or Dungarvin California, LLC and performed work in California during the PAGA Period. The PAGA Period means the period from July 14, 2020, through June 30, 2024.

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

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal

Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Payment Timeline: Defendants Dungarvin California, LLC shall fund the Gross Settlement Amount in 23 monthly installments, with the first installment in the amount of \$54,000 due to the Settlement Administrator by March 31, 2025, and with the subsequent installments comprised of equal monthly payments of \$18,000 each continuing every month until completed in February 2027. Defendant Dungarvin California, LLC shall fund the employer's side payroll taxes together with the 15th installment. Your individual settlement payment is expected to be mailed to you after the 15th installment is paid by Defendant Dungarvin California, LLC, which the Parties expect will happen in June of 2026.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims shall mean the release from the Class Members of any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the Operative Complaint in the Action or that could have been alleged based on the facts alleged, including but not limited to: (a) any alleged failure by Defendants (1) to pay minimum wage; (2) to pay overtime wages, (3) to pay expenses reimbursements, (4) to provide meal periods or pay meal period premium wages, (5) to authorize and permit rest periods or pay rest period premium wages, (6) to issue compliant wage statements, or (7) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(5) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(5) above, including, without limitation, violation of California Labor Code sections 201–204, 210, 226, 226.7, 227.3, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802 or any other applicable state statute, rule and/or regulation (Wage Order) during the Class Period (“California Released Claims”). The

California Released Claims expressly excludes claims brought under PAGA. With respect to all Class Members with the exception of Plaintiffs, the release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, The Plaintiffs, on behalf of the LWDA and the State of California shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means any and all claims for civil penalties under PAGA based on the allegations in the PAGA Notice that arose during the PAGA Period, including violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, et seq., and the applicable IWC Wage as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice submitted in the Action. It expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (July 14, 2020, through June 30, 2024).

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

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (from July 14, 2020, through June 30, 2024).

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

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

6. How can I get a payment?

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

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

a copy of the Judgment on the administrator's website at www.apexclassaction.com.

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Teishetta Hollis et al. v. Dungarvin, Inc., et al.*, Alameda County Superior Court Case No. RG21106102. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Teishetta Hollis et al. v. Dungarvin, Inc., et al., Alameda County Superior Court Case No. RG21106102*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC

Counsel for Defendants:

Diana M. Estrada, Esq.
Trevor Wong, Esq.

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Wilson Elser Moskowitz Edelman & Dicker, LLP
555 S. Flower Street – Suite 2900
Los Angeles, CA 90071-2407
Tel: (213) 443-5100
Fax: (213) 443-5100

E-Mail: diana.estrada@wilsonelser.com
E-Mail: trevor.wong@wilsonelser.com

Class Counsel:

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

Class Counsel:

Edwin Aiwanian, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
Email: edwin@calljustice.com

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

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

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

You may call the Settlement Administrator at 1-800-355-0700 or write to is ***Teishetta Hollis et al. v. Dungarvin, Inc., et al.***, Alameda County Superior Court Case No. RG21106102., Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o Apex Class Action, LLC.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Perssia Razma (State Bar # 351398)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Eden Zakay (State Bar # 339536)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 892-7095

Facsimile: (858) 404-9203

shani@zakaylaw.com

eden@zakaylaw.com

Attorneys for PLAINTIFFS

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TEISHETTA HOLLIS, LAKESHA MCGEE,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

DUNGARVIN, INC., an unknown business
entity; DUNGARVIN CALIFORNIA, LLC, a
Minnesota limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No: RG21106102

**AMENDMENT NO. 2 TO CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Date: May 20, 2025

Time: 2:30 pm

Reservation ID: 801755862981

Judge: Hon. Somnath Raj Chatterjee
Dept.: 21

Lawyers for Justice, PC

Edwin Aiwazian, Esq.

Arby Aiwazian, Esq.

Tara Zabehi, Esq.

Travis J. Maher, Esq.

Brittany Shaw, Esq.

Joanna Ghosh, Esq.

450 N. Brand Blvd., Suite 900

Glendale, California 91203

T: (818) 265-1020

F: (818) 265-1021

edwin@calljustice.com

arby@calljustice.com

tara@calljustice.com

travis@calljustice.com

brittany@calljustice.com

joanna@calljsutice.com

1 Plaintiffs TEISHETTA HOLLIS, LAKESHA MCGEE, and YASMIN RICO (hereinafter
2 “Plaintiffs”), and Defendants DUNGARVIN, INC and DUNGARVIN CALIFORNIA, (together,
3 “Defendants”, and collectively with Plaintiffs, the “Parties”), pursuant to Paragraph III(Q) of the
4 Class and PAGA Action Settlement and Release Of Claims (“Original Agreement”) entered into
5 on or around March 3, 2025, hereby agree to amend the Original Agreement and Amendment No.
6 1 to the Original Agreement entered into on or around March 18, 2025 (“Amendment No. 1”), as
7 stated herein. The amendments stated herein are incorporated by this reference:

8 **A. Paragraph III(A)(3) of the Original Agreement is hereby amended to state as**
9 **follows:**

10 Release by the Plaintiffs on behalf of the LWDA. Upon entry of final judgment and funding of
11 the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiffs
12 on behalf of the LWDA, and the State of California, will release the Released Parties from the Released
13 PAGA Claims for the PAGA Period. As a result of this release, the LWDA, and persons acting as
14 proxy or agent of the LWDA under PAGA, shall be precluded from bringing claims against
15 Defendants for the Released PAGA Claims.

16 **B. Paragraph III(I)(8) to the Original Agreement is hereby amended to state as**
17 **follows:**

18 Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall
19 remain valid and negotiable for one hundred and twenty (120) days from the date of their issuance.
20 If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement
21 check within 60 days, the Settlement Administrator will send a letter to such persons, advising
22 that the check will expire after the 120th day, and invite that Settlement Class Member and/or
23 Aggrieved Employees to request reissuance in the event the check was destroyed, lost or
24 misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employees’
25 individual share of the Aggrieved Employee Payment check has not been cashed within one
26 hundred and twenty (120) days, all funds represented by such uncashed checks, plus any interest
27 accrued thereon, shall be sent to the Children Advocacy Institute (CAI) pursuant to California
28

Code of Civil Procedure section 384. The uncashed funds shall not be distributed to CAI until after the court has approved the final accounting.

C. Exhibit A to Amendment No. 1 will be replaced with revised Notice of Class Action Settlement that is attached hereto as Exhibit A.

IT IS SO AGREED.

Dated: May 5, 2025


Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: May 5, 2025


Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: May 8, 2025


Joanna Ghosh
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: May 5, 2025


Diana M. Estrada
Wilson Elser Moskowitz Edelman & Dicker
LLP
Attorney for Defendants

EXHIBIT A

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

*(Teishetta Hollis v. Dungarvin, Inc., et al., Alameda County Superior Court Case No.
RG21106102)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the “Court”) has been reached between Plaintiff Hollis, Plaintiff McGee, and Plaintiff Rico (“Plaintiffs”) and Defendant Dungarvin, Inc., and Defendant Dungarvin California, LLC (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

All non-exempt employees who are or previously were employed by Dungarvin, Inc., and/or Dungarvin California, LLC and performed work in California during the Class Period.

The “Class Period” is the period from July 22, 2017, through June 30, 2024.

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

2. What is this class action lawsuit about?

On July 22, 2021, Plaintiff Hollis and Plaintiff McGee filed a Complaint against Defendants in the Superior Court of the State of California, County of Alameda, asserting causes of action for: (1) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (2) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (3) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (4) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (5) Failure to Provide Wages When Due (Labor Code §§ 201, 202); (6) Failure to Provide Wages When Due (Labor Code § 203); (7) Failure to Provide Accurate Itemized Statements (Labor Code §§ 226 and 226.2 et seq.); (8) Failure to Keep Requisite Payroll Records (Labor Code § 1174(d)); (9) Failure to Reimburse Employees for Required Expenses (Labor Code §§ 2800, 2802); and (10) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). In order to facilitate the settlement, on July 14, 2021, Plaintiff McGee filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On August 24, 2021, Plaintiff Rico filed a Notice of Violations with the (LWDA) and served the same on Defendants. On September 20, 2021, Plaintiff McGee filed a lawsuit *Lakesha McGee v. Dungarvin California, LLC, et al.*, in Alameda Superior Court with the Case No. RG21113182 (“PAGA Action”) alleging a single cause of action for violations of PAGA. On November 9, 2021, Plaintiff McGee amended the PAGA Action complaint to add Plaintiff Rico as an additional plaintiff. On April 11, 2023, the Court consolidated the Action and the PAGA Action. The operative Complaint includes an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*]

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

On August 7, 2024, the Parties participated in an all-day mediation with Steven Mehta, Esq., a mediator of wage and hour class actions. The mediation concluded without a settlement, but subsequent negotiations with the mediator’s help resulted in settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC, to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00). (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Awards to the Plaintiffs.

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

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court

approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$10,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys' Fees and Expenses. Payment to Class Counsel of Attorneys' Fees of no more than 35% of the Gross Settlement Amount (currently \$157,500.00) and Attorneys' Expenses of not more than \$40,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. Service Awards of up to Ten Thousand Dollars (\$10,000.00) to each Plaintiff or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Awards, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who are or previously were employed by Dungarvin, Inc., and/or Dungarvin California, LLC and performed work in California during the PAGA Period. The PAGA Period means the period from July 14, 2020, through June 30, 2024.

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

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal

Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Payment Timeline: Defendants Dungarvin California, LLC shall fund the Gross Settlement Amount in 23 monthly installments, with the first installment in the amount of \$54,000 due to the Settlement Administrator by March 31, 2025, and with the subsequent installments comprised of equal monthly payments of \$18,000 each continuing every month until completed in February 2027. Defendant Dungarvin California, LLC shall fund the employer's side payroll taxes together with the 15th installment. Your individual settlement payment is expected to be mailed to you after the 15th installment is paid by Defendant Dungarvin California, LLC, which the Parties expect will happen in June of 2026.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims shall mean the release from the Class Members of any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the Operative Complaint in the Action or that could have been alleged based on the facts alleged, including but not limited to: (a) any alleged failure by Defendants (1) to pay minimum wage; (2) to pay overtime wages, (3) to pay expenses reimbursements, (4) to provide meal periods or pay meal period premium wages, (5) to authorize and permit rest periods or pay rest period premium wages, (6) to issue compliant wage statements, or (7) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(5) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(5) above, including, without limitation, violation of California Labor Code sections 201–204, 210, 226, 226.7, 227.3, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802 or any other applicable state statute, rule and/or regulation (Wage Order) during the Class Period (“California Released Claims”). The

California Released Claims expressly excludes claims brought under PAGA. With respect to all Class Members with the exception of Plaintiffs, the release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, The Plaintiffs, on behalf of the LWDA and the State of California shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means any and all claims for civil penalties under PAGA based on the allegations in the PAGA Notice that arose during the PAGA Period, including violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, et seq., and the applicable IWC Wage as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice submitted in the Action. It expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (July 14, 2020, through June 30, 2024).

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

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (from July 14, 2020, through June 30, 2024).

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

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

6. How can I get a payment?

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

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

a copy of the Judgment on the administrator's website at www.apexclassaction.com.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," if you are an Aggrieved Employee, you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Teishetta Hollis et al. v. Dungarvin, Inc., et al.*, Alameda County Superior Court Case No. RG21106102. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Teishetta Hollis et al. v. Dungarvin, Inc., et al., Alameda County Superior Court Case No. RG21106102*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600

Counsel for Defendants:

Diana M. Estrada, Esq.
Trevor Wong, Esq.
Wilson Elser Moskowitz Edelman & Dicker, LLP

San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

555 S. Flower Street – Suite 2900
Los Angeles, CA 90071-2407
Tel: (213) 443-5100
Fax: (213) 443-5100

E-Mail: diana.estrada@wilsonelser.com
E-Mail: trevor.wong@wilsonelser.com

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

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Edwin Aiwarzian, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
Email: edwin@calljustice.com

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

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

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

You may call the Settlement Administrator at 1-800-355-0700 or write to is ***Teishetta Hollis et al. v. Dungarvin, Inc., et al.***, Alameda County Superior Court Case No. RG21106102., Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o Apex Class Action, LLC.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 120 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Children Advocacy Institute (CAI) pursuant to California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

06/09/2025

Clerk of the Court, Executive Officer / Clerk of the Court

By: T. Smith Deputy

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapyade@jcl-lawfirm.com

Perssia P. Razma (State Bar #351398)

prazma@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar # 339536)

eden@zakaylaw.com

Jaclyn M. Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Attorneys for PLAINTIFFS

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TEISHETTA HOLLIS, LAKESHA MCGEE,
individually, and on behalf of other members
of the general public similarly situated,

Plaintiffs,

v.

DUNGARVIN, INC., an unknown business
entity; DUNGARVIN CALIFORNIA, LLC, a
Minnesota limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No. RG21106102

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 20, 2025

Time: 2:30 p.m.

Reservation ID: 801755862981

Judge: Hon. Somnath Raj Chatterjee

Dept.: 21

LAWYERS FOR JUSTICE, PC

Edwin Aiwazian, Esq.

Arby Aiwazian, Esq.

Tara Zabehi, Esq.

Travis J. Maher, Esq.

Brittany Shaw, Esq.

Joanna Ghosh, Esq.

450 N. Brand Blvd., Suite 900

Glendale, California 91203

T: (818) 265-1020

F: (818) 265-1021

edwin@calljustice.com

arby@calljustice.com

tara@calljustice.com

travis@calljustice.com

brittany@calljustice.com

joanna@calljustice.com

Co-Counsel for PLAINTIFFS

1 This matter having come before the Honorable Judge Somnath Raj Chatterjee of the Superior
2 Court of the State of California, in and for the County of Alameda, at 2:30 p.m. on May 20, 2025 with
3 Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group,
4 APLC, and Edwin Aiwazian, Esq., of Lawyers for Justice, PC as counsel for Plaintiffs TEISHETTA
5 HOLLIS, LAKESHA MCGEE, and YASMIN RICO (“Plaintiffs”), and Diana M. Estrada, Esq., of
6 Wilson Elser Moskowitz Edelman & Dicker LLP, appearing for Defendants DUNGARVIN, INC.
7 (“Defendant Dungarvin, Inc.”) and DUNGARVIN CALIFORNIA, LLC (“Defendant Dungarvin
8 California”) (collectively, “Defendants”). The Court, having carefully considered the brief, argument
9 of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS
10 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Class and PAGA Action Settlement and Release of
13 Claims (“Agreement”), Amendment No. 1 to the Agreement, and Amendment No. 2 to the Agreement,
14 a true and correct copy of which is attached to the Supplemental Declaration of Jean-Claude Lapuyade,
15 Esq. in Support of Plaintiffs’ Motion For Preliminary Approval of Class Action and Paga Settlement
16 as **Exhibit “1”**. This is based on the Court’s determination that the Agreement is within the range of
17 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
18 Procedure and California Rules of Court, rule 3.769.

19 2. This Order incorporates by reference the definitions in the Agreement, and all terms
20 defined therein shall have the same meaning in this Order as set forth in the Agreement.

21 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant
22 Dungarvin California shall pay is Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00).
23 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
24 and reasonable as to all Class Members when balanced against the probable outcome of further
25 litigation relating to certification, liability, and damages issues. It further appears that investigation and
26 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
27 respective positions. It further appears to the Court that settlement at this time will avoid substantial
28 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further

1 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
2 intensive, serious, and non-collusive arms-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
5 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
6 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
7 reasonable when balanced against the probable outcome of further litigation relating to certification,
8 liability, and damages issues.

9 5. Plaintiffs seek Attorneys' Fees and Attorneys' Expenses comprised of up-to 35% of the
10 Gross Settlement Amount, currently estimated at One Hundred Fifty-Seven Thousand Dollars and Zero
11 Cents (\$157,500.00) and attorneys' expenses not to exceed Forty Thousand Dollars and Zero Cents
12 (\$40,000), and proposed Service Awards to the Class Representatives, Teishetta Hollis, Lakesha
13 McGee, and Yasmin Rico in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000)
14 each. While these awards appear to be within the range of reasonableness, the Court will not approve
15 the Attorneys' Fees and Attorneys Expenses or Service Awards until the Final Approval Hearing.

16 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification
17 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any
18 other proceeding should this Settlement not become final. For settlement purposes only, the Court
19 conditionally certifies the following Class:

20 "All current and former non-exempt employees who worked for Defendant
21 Dungarvin California in California from the period beginning July 22, 2017,
22 through June 30, 2024 ("Class Period")."

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
26 common questions of law and fact predominate, and there is a well-defined community of interest
27 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
28 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives

1 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
2 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
3 qualified to act as counsel for the Class Representatives in their individual capacities and as the
4 representatives of the Class Members.

5 8. The Court provisionally appoints Plaintiffs TEISHETTA HOLLIS, LAKESHA
6 MCGEE, and YASMIN RICO as the representatives of the Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
8 Shani Zakay, Esq., of Zakay Law Group, APLC, and Edwin Aiwazian, Esq., of Lawyers for Justice,
9 PC as Class Counsel for the Class Members.

10 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
11 Class and Representative Action Settlement (“Class Notice”) attached to Amendment No. 2 to the
12 Agreement as Exhibit “A,” which is attached to the Supplemental Declaration of Jean-Claude
13 Lapuyade, Esq. in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and Paga
14 Settlement. The Court finds that the notice appears to fully and accurately inform the Class Members
15 and Aggrieved Employees of all material elements of the proposed Settlement, including right of any
16 Class Member to be excluded from the Class by submitting a written request for exclusion, and of each
17 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
18 distribution of the notices substantially in the manner and form set forth in **Exhibit “A”** to Amendment
19 No. 2 to the Agreement and this Order meets the requirements of due process, is the most reasonable
20 notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled
21 thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth
22 in the Agreement.

23 11. The Court hereby appoints Apex Class Action, LLC, as Settlement Administrator. On
24 February 11, 2025, Defendant Dungarvin California provided to the Settlement Administrator the Class
25 Data, including information regarding Class Members that Defendants in good faith compiled from
26 their records, including each Class Class Member’s full name; last known address; Social Security
27 Number; start dates and end dates of employment. No later than twenty-one (21) calendar days after
28 preliminary approval of the Settlement, the Settlement Administrator shall mail the Class Notice to all

1 identified, potential Class Members via first class regular U.S. Mail using the most current mailing
2 address information available.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
6 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
7 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date
8 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
9 fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt
10 out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
11 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
12 comment thereon. Class Members who have not requested exclusion shall be bound by all
13 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
14 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
15 individuals is not permitted and will be deemed invalid.

16 13. Any Class Member who has not opted out may appear at the final approval hearing and
17 may object or express the Class Member's views regarding the Settlement and may present evidence
18 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
19 by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
20 Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement
21 Administrator.

22 14. A hearing on Plaintiffs' Motion for Final Approval and Plaintiff's Motion for Attorneys'
23 Fees and Attorneys' Expenses and Service Awards shall be held before this Court on _____
24 _____ at ____ AM in Department 21 of the Alameda County Superior Court to determine all
25 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
26 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
27 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
28 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and

1 reasonable to the Class; and to finally approve the Attorneys' Fees and Attorneys' Expenses, Service
2 Awards, and the Claims Administration Costs. All papers in support of the motion for final approval
3 and the motion for Attorneys' Fees and Attorneys' Expenses and Service Awards shall be filed with
4 the Court and served on all counsel no later than sixteen (16) court days before the hearing.

5 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
6 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
7 evidence of, or used against Defendants as, an admission or indication in any way, including with
8 respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to
9 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
10 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
11 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
12 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
13 including, but not limited to, evidence of a presumption, concession, indication or admission by
14 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

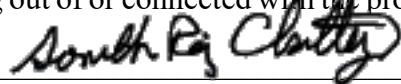
15 16. In the event the Settlement does not become effective in accordance with the terms of the
16 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
17 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
18 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
19 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
20 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
21 the Agreement with respect to the effect of the Agreement if it is not approved.

22 17. Pending final determination of whether the Settlement should be approved, Class
23 Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting,
24 intervening in, instigating or in any way participating in the commencement or prosecution of any
25 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
26 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely
27 request for exclusion pursuant to the Agreement.

28 ///

1 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
2 and all dates provided for in the Agreement without further notice to Class Members and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

4 Dated: 06/09/2025



JUDGE OF THE SUPERIOR COURT
Somnath Raj Chatterjee / Judge

EXHIBIT 3

Tesla Stone

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Thursday, March 13, 2025 6:39 PM
To: Allysa Castillo
Subject: Thank you for your Proposed Settlement Submission

03/13/2025 06:38:30 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cacastillo%40jcl-lawfirm.com%7C2a55818d96cb4e6e268c08dd6298f667%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638775131312034259%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWVpbiIsIlldUiJoyfQ%3D%3D%7C0%7C%7C%7C&sdata=INttP1yVgtNVG5vx%2F%2BG2AqqdJlmHMH9L3ss4GH4DSI%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

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

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

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

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);