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Attorneys for Plaintiff SUKHRAJ KAUR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

SUKHRAJ KAUR, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ACES 2020 I, LLC, a Delaware limited
liability company (fka Comprehensive
Educational Services, Inc.); ACES 2020, LLC,
a California limited liability company (fka
Comprehensive Educational Services, Inc.);
and DOES 1 through 50, inclusive,

Defendants.

Case No. MSC20-02482

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

Date: December 8, 2022

Time: 9:00 a.m.

Judge: Hon. Edward G. Weil

Dept.: 39

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 of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff SUKHRAJ KAUR (hereafter "Plaintiff" or "Class Representative") in this wage and hour class
6 action filed against Defendants ACES 2020 I, LLC and ACES 2020, LLC. (hereinafter "Defendants").

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

9 3. Attached hereto as **Exhibit "A"** are true and correct copies of the fully executed
10 Stipulation of Settlement of Class Action Claims and Release of Claims (hereinafter collectively
11 "Settlement Agreement").

12 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the conformed August 8,
13 2022, Preliminary Approval Order.

14 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the June 17, 2022, proof of
15 filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit "D"** is a true and correct copy of the November 10, 2022,
17 proof of filing this motion seeking final approval of this Settlement with the LWDA.

18 7. Attached hereto as **Exhibit "E"** is a true and correct copy of the JCL Law Firm, APC,
19 "Time and Billing Journal" as of November 10, 2022.

20 8. Attached hereto as **Exhibit "F"** is a true and correct copy of the JCL Law Firm, APC,
21 "Transaction Summary" as of November 10, 2022.

22 9. Attached hereto as **Exhibit "G"** is a true and correct copy of the JCL Law Firm, APC,
23 Firm Resume.

24 **I. INTRODUCTION**

25 10. An objective evaluation of the proposed settlement of One Million Seven Hundred
26 Fifteen Thousand Dollars (\$1,715,000) ("Gross Settlement Amount") confirms that the relief negotiated
27 on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of

1 informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over
2 by Jeff Krivis, Esq., a highly regarded wage and hour class action mediator. After deducting any Court-
3 approved attorneys' fees and costs, class representative incentive payments, administration costs, and
4 the payments to the Labor & Workforce Development Agency ("LWDA"), the net settlement fund shall
5 be distributed to the Settlement Class based on the number of Workweeks they worked while employed
6 by Defendant during the Class Period. *The Class greeted news of the Settlement with 99.91%*
7 *approval.*¹ There are nine opt-outs and zero objections to the Settlement.

8 11. This Settlement provides substantial recovery to Settlement Class Members. Plaintiff
9 estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately
10 **\$973,333.34**. This will result in an average Individual Settlement Payment of **\$93.15**, a high payment
11 of **\$1,754.56**, and a low payment of **\$5.87**. Aggrieved Employees will receive an estimated average
12 gross payment of **\$2.65**, a high payment of **\$12.38**, and a low payment of **\$0.19**.

13 12. 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 Settlement Class will not have to wait
16 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain
17 litigation.

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

22 **II. OVERVIEW OF THE LITIGATION**

23 14. Defendant provides a comprehensive suite of services dedicated to enhancing the quality
24 of life for individuals and families impacted with Autism or other special needs. Defendant operates
25 across eight states, including California, where Defendant operates thirty-six locations spread
26 throughout the State. This action asserts claims on behalf of Defendant's non-exempt employees

27 ¹ 285 Notices were deemed undeliverable. ILYM Dec. at ¶¶ 10.

1 working at those California locations. Plaintiff worked for Defendant as a non-exempt Behavioral
2 Interventionist employee in California between September of 2018 to January of 2020. At all times
3 during her employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal and
4 rest periods, and minimum, regular and overtime wages for all hours worked. Throughout her
5 employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among
6 other documents, the "ACES' Behavioral Interventionist Handbook."

7 15. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
8 provide compliant meal and rest periods, failed to reimburse mandatory business expenses, failed to
9 furnish accurate itemized wage statements, and failed to pay all wages upon separation. Defendant
10 denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all
11 applicable employment laws and raised several other significant defenses to Plaintiff's claims, including
12 but not limited to, facially compliant meal and rest period policies, written policies requiring all loss
13 prevention security checks to take place while on-the-clock, compliant wage statements, and timely
14 paid all wages due upon separation of employment.

15 16. On September 12, 2020, Plaintiff served Defendant and the Labor and Workforce
16 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). On November 18,
17 2020, Plaintiff filed an Amended Notice of Violations with the LWDA and served the same on
18 Defendant. Plaintiff's Amended PAGA Notice set forth the facts and theories supporting Defendant's
19 alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare
20 Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code
21 Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* ("PAGA").

22 17. On November 19, 2020, Plaintiff filed a class action complaint in the Contra Costa
23 County Superior Court, Case No. C20-02482 ("Action"). The Action alleged nine causes of action
24 against Defendant for: (1) Unfair Competition in violation of *Bus. and Prof. Code* §§ 17200; (2) failure
25 to pay minimum wages in violation of California *Labor Code* sections 1194, 1197 and 1197.1; (3)
26 failure to pay overtime wages in violation of California *Labor Code* sections 510 *et seq.*; (4) failure to
27 provide required meal periods in violation of California *Labor Code* sections 226.7 and 512; (5) failure

1 to provide required rest periods in violation of California *Labor Code* sections 226.7 and 512; (6) failure
2 to provide accurate itemized wage statements in violation of California *Labor Code* section 226; (7)
3 failure to reimburse employees for required expenses in violation of California *Labor Code* section
4 2802; (8) failure to provide wages when due in violation of California *Labor Code* sections 201, 202,
5 and 203; and (9) violations of the Private Attorneys General Act (“PAGA”).

6 18. After serving written discovery, the Parties agreed to mediate this action. To prepare for
7 mediation, the Parties agreed to informally produce additional documents and data points subject to the
8 mediation privilege, including but not limited to, the Class Members’ time data and certain payroll data
9 points. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at Econ One Research,
10 Inc. (“Econ One”) to analyze Defendant’s time and payroll data.

11 19. On September 14, 2021, the Parties participated in a full day mediation with highly
12 regarded wage and hour mediator Jeff Krivis, Esq. Despite a full day of mediated negotiations, the
13 Parties reached an impasse and the mediation session concluded without a settlement. The matter only
14 resolved when Mediator Krivis issued a mediator’s proposal several months later that was accepted by
15 the Parties. While the Parties attended the mediation voluntarily, it was always at arm’s length and
16 adversarial. The Parties subsequently executed a binding and enforceable Memorandum of
17 Understanding (“MOU”). After reaching an agreement in principle, the Parties drafted and negotiated
18 a long-form settlement which is the subject of the instant motion.

19 **III. THE SETTLEMENT BEFORE THE COURT**

20 20. The Court preliminarily approved an initial Gross Settlement Amount of One Million,
21 Seven Hundred Fifty Thousand Dollars (\$1,715,000) based on a total of an estimated 160,902
22 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used:
23 (1) to satisfy Individual Settlement Payments; (2) to satisfy the Class Representative Service Award;
24 (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Settlement; and (5) to satisfy the
25 Settlement Administration Costs incurred in this action.

26 21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
27 the class and should be granted final approval. This is evidenced by the unanimous approval of the

1 Settlement by the Settlement Class, the absence of any objections to the Settlement and the average
2 Individual Settlement Payment of \$93.15.

3 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

4 **A. Class Counsel Conducted a Thorough Investigation**

5 22. Months before filing the Action, Class Counsel began its pre-filing investigation into the
6 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
7 Plaintiff. As part of the interview process, the Plaintiff produced documents related to her employment,
8 including portions of Defendant's handbooks, compensation policies and time and payroll records. At
9 the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further
10 inquiry.

11 23. Class Counsel subsequently requested Plaintiff's employee files from Defendant. In
12 response, Defendant produced hundreds of pages of documents, including but not limited, copies of
13 Plaintiff's hiring documents, payroll and time records, performance reviews and separation documents.
14 Class Counsel reviewed and analyzed the documents and determined the documents appeared to
15 substantiate Plaintiff's claim that Defendant's failed to, among other things, provide accurate wage
16 statements and to provide compliant meal and rest periods.

17 24. Prior to mediation, Defendant produced the time and payroll records for the Class
18 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
19 paid to the Class Members, average hourly rate for the Class Members, and copies of applicable
20 handbooks, policies, and agreements. In total, Class Counsel reviewed more than 2,000 pages of
21 documents and more than 10 million unique cells of time and payroll data.

22 25. Class Counsel then retained the statisticians and economists at Econ One to evaluate the
23 Class Members' payroll and time data. Econ One provides data analysis and damage modeling
24 consulting services specializing in wage and hour class actions. Econ One's team of financial and data
25 analysts are credentialed and experienced experts in their fields and have provided their expertise on
26 thousands of cases.

26. Econ One analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, Econ One determined the approximate number of work shifts, workweeks, pay periods, average length of shift and average number of hours worked per week and pay periods during the Class Period. Econ One also estimated the number of missed, late or truncated meal and rest periods, the amount of paid missed meal period premiums paid during the Class Period, and the amount of off-the-clock work performed by the Class Members during the Class Period.

27. Prior to mediation, Class Counsel created several damage models predicated on Econ One's analysis. Class Counsel's models calculated Defendant's potential liability exposure while accounting for the uncertainties of continued litigation. These damage models informed and guided Class Counsel during the mediated settlement discussions.

28. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Class Members' time and payroll records; (5) analyzing Defendant's labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

29. As set forth in greater detail above, Class Counsel conducted a very thorough investigation into the factual and legal issues in dispute. In addition to formal and informal discovery, document review, data analysis and legal research, Class Counsel also researched similar wage and hour actions. Although no two cases are identical, this research provided Class Counsel with a marker to inform settlement discussions and, ultimately, to measure this settlement against. The investigation allowed Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage

1 defense counsel in settlement discussions that culminated in the proposed settlement now before the
2 Court.

3 30. Class Counsel only agreed to enter the Settlement following their thorough investigation
4 and evaluation of Plaintiff's claims. Based on his investigation of the facts, applicable law, and
5 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
6 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this
7 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
8 reasonable, and adequate, the Court should preliminarily approve the Settlement.

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

10 31. On September 14, 2021, the Parties conducted a full-day mediation with Jeff Krivis, Esq.,
11 a highly regarded wage and hour class action and PAGA mediator. Mediator Krivis helped to manage
12 the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
13 The Parties made substantial progress with Mediator Krivis's assistance. Namely, the Parties exchanged
14 information regarding their respective claims and defenses, including their respective evaluations of the
15 damages. After more than eight hours of arm's length and adversarial negotiations, the mediation
16 concluded without a settlement. However, following the mediation the Parties continued settlement
17 negotiations until they reached an agreement. The amount of the service awards was not negotiated
18 until after the parties agreed to the Gross Settlement Amount and many other terms. No action would
19 likely have been taken by Class Members individually, and no compensation would have been
20 recovered for them, but for Plaintiff's service on behalf of the Class.

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

22 32. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
23 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
24 aggrieved employees and consumers throughout California in wage and hour class actions and complex
25 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
26 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre
27
28

(Associate Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), and Jennifer Hemming (Administrative Assistant).

33. 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. 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 Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

34. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 14 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

35. 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 "G."** Some of the major cases the Firm has undertaken are also set forth in **Exhibit "G."**

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

37. 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.

38. 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. The Gross Settlement Amount is Fair and Reasonable

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

1 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
2 91 Cal.App.4th at 250. While the Gross Settlement Amount of One Million Seven Hundred Fifteen
3 Thousand Dollars (\$1,715,000) represents a discount on Defendant's potential exposure if Plaintiff
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 Defendant presented a risk
6 that could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial
7 recovery may require many more years of litigation, resulting in added fees and costs without any
8 guarantee of recovery for the Class.

9 40. 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 Defendant's 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. As detailed in greater depth during the preliminary approval process,
15 Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of
16 the Settlement Class. The Gross Settlement Amount represents between approximately 7.1% and 22.6%
17 of Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

18 41. Clearly the goal of this litigation to obtain redress for the class has been met by this
19 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
20 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
21 approval.

22 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

23 42. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
24 ignore the asserted defenses. If successful on any one its defenses, Defendant could defend the action
25 or, at least, drastically undercut Plaintiff's claims.

26 43. With respect to the most immediate challenge, i.e., class certification, the risks attendant
27 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*

1 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
2 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
3 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
4 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
5 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
6 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
7 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
8 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
9 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
10 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
11 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
12 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
13 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
14 certification of driver meal and rest period claims based on the predominance of individual issues).
15 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
16 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
17 settlement.

18 44. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless
19 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
20 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
21 drastically affect the value of Plaintiff’s claims and, in fact, already has.

22 45. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v. Uber*
23 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
24 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
25 that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a
26 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
27 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case

could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future.

46. Class Representative and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

IV. THE PENALTIES UNDER PAGA ARE REASONABLE

47. Here, the Parties negotiated a good faith PAGA Settlement in the amount of \$80,000 which is 4.6% of the Gross Settlement Amount. As illustrated above, this amount falls well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Settlement (\$60,000) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Settlement (\$20,000) to be distributed to the Aggrieved Employees, which is within the range of PAGA penalties approved by courts and should be approved.

48. Further on June 17, 2022, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On November 10, 2022, Plaintiffs gave the LWDA notice of this motion seeking final approval of this settlement.

///

1 I declare under the penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 10th day of November 2022, at San Diego, California.

3 **JCL LAW FIRM, APC**

4 By: 
5 Jean-Claude Lapuyade

EXHIBIT A

1 JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)
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12 ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF CONTRA COSTA**

15 SUKHRAJ KAUR, an individual, on behalf
16 of herself and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 ACES 2020 I, LLC, a Delaware limited
21 liability company (fka Comprehensive
22 Educational Services, Inc.); ACES 2020,
23 LLC, a California limited liability company
24 (fka Comprehensive Educational Services,
25 Inc.); and DOES 1 through 50, Inclusive;

26 **DEFENDANT.**

Case No. C20-02482

[Action Filed 05/20/2021]

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

Judge: Honorable Edward Weil
Dept.: 39

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff SUKHRAJ KAUR (hereinafter "Plaintiff"), individually and on behalf of the
3 Settlement Class, and in her representative capacity on behalf of the State of California and the
4 Aggrieved Employees, and Defendant ACES 2020, LLC, a Delaware limited liability company
5 (formerly known as Comprehensive Educational Services, Inc., a California Corporation), known in
6 California as ACES 2020 I, LLC, doing business as ACES ("Defendant"):

7 **I. DEFINITIONS**

- 8 A. "Action" shall mean the putative class action lawsuit designated *Kaur v. ACES 2020*
9 *I, LLC*, Contra Costa County Superior Court, Case No. C20-02482, filed November
10 19, 2020.
- 11 B. "Aggrieved Employees" shall mean all persons who were employed by Defendant in
12 California and who were classified as non-exempt employees at any time during the
13 PAGA Period.
- 14 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
15 Class Action and Release of Claims.
- 16 D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
17 Shani Zakay of Zakay Law Group, APLC.
- 18 E. "Class Counsel Award" means the award of fees and expenses that the Court
19 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
20 and the Settlement Class in the Action, consisting of attorneys' fees not to exceed
21 one-third of the Gross Settlement Amount currently estimated to be \$571,666.66 out
22 of \$1,715,000 plus costs of up to \$25,000.00. Class Counsel's award for attorneys'
23 fees will be equally divided between Class Counsel (50% to JCL Law Firm, APC
24 and 50% to Zakay Law Group, APLC).
- 25 F. "Class Data" means information regarding Class Members that Defendant will in
26 good faith compile from its records and provide to the Settlement Administrator. It
27 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
28 Member's full name; last known mailing address; last known personal email address;

1 Social Security Number; start dates and end dates of employment as a non-exempt
2 employee in California.

3 G. "Class Members" or the "Class" means all persons who are or previously were
4 employed by Defendant in California and who were classified as non-exempt
5 employees during the Class Period.

6 H. "Class Period" means the period from April 6, 2016 to December 31, 2021.

7 I. "Class Representative Service Award" means the amount that the Court authorizes to
8 be paid to the Class Representative, in addition to her Individual Settlement Payment
9 and her pro-rata share of the PAGA Settlement, in recognition of her efforts and risks
10 in assisting with the prosecution of the Action and in exchange for executing a
11 General Release.

12 J. "Class Representative" shall mean plaintiff SUKHRAJ KAUR.

13 K. "Court" means the Superior Court for the State of California, County of Contra Costa
14 currently presiding over the Action.

15 L. "Defendant" shall mean Defendant ACES 2020, LLC, a Delaware limited liability
16 company (formerly known as Comprehensive Educational Services, Inc., a California
17 Corporation), known in California as ACES 2020 I, LLC, doing business as ACES.

18 M. "Effective Date" means the earliest date, following entry by the Court of an order
19 and judgment finally approving this Settlement, upon which one of the following have
20 occurred: (i) if no objection is filed to the settlement and no objector appears at the
21 hearing on final approval, the date of the Court's entry of the order granting final
22 approval, (ii) if an objection is filed to the settlement, or an objector appears at the
23 hearing on final approval, then the later of the following: (a) the expiration of all
24 potential appeal periods without a filing of a notice of appeal of the final approval
25 order or judgment; (b) final affirmance of the final approval order and judgment by
26 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
27 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
28 the final approval order and judgment is no longer subject to further judicial review.

- 1 N. "Funding Date" shall mean Sixty-Five (65) calendar days after the Effective Date,
2 and is the date Defendant transfers the Gross Settlement Amount into the QSF in
3 accord with the terms of this Agreement.
- 4 O. "Gross Settlement Amount" means One Million Seven Hundred Fifteen Thousand
5 Dollars (\$1,715,000.00) that Defendant must pay into the QSF in connection with this
6 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
7 Representative Service Awards, the Class Counsel Award, PAGA Settlement and the
8 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,
9 if any, triggered by any payment under this Settlement.
- 10 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
11 Amount to each Settlement Class Member and excludes any amounts distributed to
12 Aggrieved Employees pursuant to PAGA.
- 13 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
14 Counsel Award, Class Representative Service Award, PAGA Settlement, and
15 Settlement Administration Costs.
- 16 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
17 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
18 than formatting changes to facilitate printing by the Settlement Administrator).
- 19 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
20 Labor Code § 2698 *et seq.*
- 21 T. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
22 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
23 Aggrieved Employees during the PAGA Period.
- 24 U. "PAGA Period" means the period of April 6, 2019 to December 31, 2021.
- 25 V. "PAGA Settlement" shall mean Eighty Thousand Dollars (\$80,000) to be allocated
26 from the Gross Settlement Amount.
- 27 W. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
28 Plaintiff or Defendant, individually.

- 1 X. "Pay Period" means any bi-weekly period during the PAGA Period for which
2 Defendant issued an Aggrieved Employee a wage statement.
- 3 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided by
4 the sum total Workweeks for all Class Members.
- 5 Z. "Plaintiff" shall mean SUKHRAJ KAUR.
- 6 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
7 by the Settlement Administrator to fund the Gross Settlement Amount.
- 8 BB. "Released Class Claims" means any and all class claims alleged in the operative
9 complaint or that could have been alleged based on the facts in the operative
10 complaint which occurred during the Class Period, and expressly excluding all other
11 claims, including claims for vested benefits, wrongful termination, unemployment
12 insurance, disability, social security, workers' compensation, and class claims outside
13 of the Class Period.
- 14 CC. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
15 and Plaintiff's PAGA notice to the LWDA or that could have been alleged based on
16 the facts in the operative complaint and/or PAGA notice which occurred during the
17 PAGA Period, and expressly excluding all other claims, including claims for vested
18 benefits, wrongful termination, unemployment insurance, disability, social security,
19 workers' compensation, and PAGA claims outside of the PAGA Period.
- 20 DD. "Released Parties" shall mean Defendant (ACES 2020, LLC, a Delaware limited
21 liability company (formerly known as Comprehensive Educational Services, Inc., a
22 California Corporation), known in California as ACES 2020 I, LLC, doing business
23 as ACES), ACES Conversion, LLC, ACES 2020 Holdings, Inc., and all of their
24 respective officers, directors, shareholders, employees, administrators, fiduciaries,
25 agents, and benefit plans.
- 26 EE. "Response Deadline" means the date forty-five (45) days after the Settlement
27 Administrator mails Notice Packets to Class Members and the last date on which
28 Class Members may submit requests for exclusion or objections to the Settlement.

1 FF. "Settlement" means the disposition of the Action pursuant to this Agreement.

2 GG. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
3 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
4 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
5 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
6 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
7 of Settlement Class Members. The Settlement Administrator shall maintain the funds
8 until distribution in an account(s) segregated from the assets of Defendant and any
9 person related to Defendant. *All accrued interest shall be paid and distributed to the*
10 *Settlement Class Members as part of their respective Individual Settlement*
11 *Payment.*

12 HH. "Settlement Class Members" or "Settlement Class" means all Class Members who
13 have not submitted a timely and valid request for exclusion as provided in this
14 Agreement.

15 II. "Workweek", for purposes of calculating the distribution of the Net Settlement
16 Amount, means each 40-hours worked during the Class Period by a Class Member as
17 a non-exempt employee of Defendant in California. For purposes of this calculation,
18 a Class Member who worked between 1-hour and 39-hours shall be considered to
19 have worked 40-hours.

20 **II. RECITALS**

21 A. On September 12, 2020, Plaintiff filed a Notice of Violations with the Labor and
22 Workforce Development Agency (LWDA) and served the same on Defendant.

23 B. On November 18, 2020, Plaintiff filed an Amended Notice of Violations with the
24 LWDA and served the same on Defendant.

25 C. On November 16, 2020, Plaintiff filed the class action lawsuit for:

- 26 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 27 2. Failure to pay minimum wages in violation of California Labor Code sections
28 1194, 1197 & 1197.1;

1 3. Failure to pay overtime wages in violation of California Labor Code sections
2 510 *et seq*

3 4. Failure to provide required meal periods in violation of California Labor Code
4 sections 226.7 and 512 and the applicable IWC wage order;

5 5. Failure to provide required rest periods in violation of California Labor Code
6 sections 226.7 and 512 and the applicable IWC wage order;

7 6. Failure to provide accurate itemized wage statements in violation of California
8 Labor Code sections 226;

9 7. Failure to reimburse employees for required expenses in violation of Cal. Lab.
10 Code section 2802;

11 8. Failure to provide wages when due in violation of Cal. Lab. Code sections
12 201, 202 and 203;

13 9. Violation of the Private Attorneys General Act [Labor Code section 2698, *et*
14 *seq.*].

15 D. The Class Representative believes she has meritorious claims based on alleged
16 violations of the California Labor Code, and the Industrial Wage Commission Orders,
17 and that class certification is appropriate because the prerequisites for class
18 certification can be satisfied in the Action, and this action is manageable as a PAGA
19 representative action.

20 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
21 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
22 Representative are owed, and further contend that, for any purpose other than
23 settlement, the Action is not appropriate for class or representative action treatment.
24 Defendant contends, among other things, that at all times they complied with the
25 California Labor Code and the Industrial Wage Commission Orders.

26 F. The Class Representative is represented by Class Counsel. Class Counsel conducted
27 an investigation into the facts relevant to the Action, including conducting an
28 independent investigation as to the allegations, reviewing documents and information

1 exchanged through informal discovery, and reviewing documents and information
2 provided by Defendant pursuant to informal requests for information to prepare for
3 mediation. Defendant produced for the purpose of settlement negotiations certain
4 employment data concerning the Settlement Class, which Class Counsel reviewed
5 and analyzed. Based on their own independent investigation and evaluation, Class
6 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and
7 adequate, and is in the best interest of the Settlement Class in light of all known facts
8 and circumstances, including the risks of significant delay, defenses asserted by
9 Defendant, uncertainties regarding class certification, and numerous potential
10 appellate issues. Although it denies any liability, Defendant is agreeing to this
11 Settlement solely to avoid the inconveniences and cost of further litigation. The
12 Parties and their counsel have agreed to settle the claims on the terms set forth in this
13 Agreement.

14 G. On September 14, 2021, the Parties participated in mediation presided over by Jeff
15 Krivis, Esq., a well-respected and experienced mediator of wage and hour class
16 actions. The mediation concluded without a settlement. However, following the
17 mediation, each side, represented by its respective counsel, continued settlement
18 negotiations for several months, with the assistance of Mediator Krivis, until they
19 agreed to settle the Action. The agreement was memorialized in the form of a
20 Memorandum of Understanding.

21 H. This Agreement replaces and supersedes the Memorandum of Understanding and any
22 other agreements, understandings, or representations between the Parties. This
23 Agreement represents a compromise and settlement of highly disputed claims.
24 Nothing in this Agreement is intended or will be construed as an admission by
25 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
26 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
27 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
28 have merit.

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

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of One Million Seven Hundred Fifteen Thousand Dollars (\$1,715,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes, or as otherwise specified in the Agreement, Defendant shall not be required to pay more than the Gross Settlement Amount, except as provided for hereinbelow.
2. Class Size. At the time of mediation, Defendant estimated that the Settlement Class was comprised of 10,491 individuals who collectively worked approximately 160,902 workweeks ("Projected Workweeks") between April 6, 2016, through December 31, 2021. In regard hereto, Defendant will provide

1 a declaration under penalty of perjury confirming the number of applicable
2 Class Members and Projected Workweeks between April 6, 2016 and
3 December 31, 2021. If the number of workweeks increases by more than 10%
4 of the estimate stated herein, the Settlement Amount will increase
5 proportionally for the number of workweeks over 110%. For the purposes of
6 this Agreement, a workweek shall equal 40 hours worked by a Class Member
7 as a nonexempt employee of Defendant in California during the Class Period.
8 For purposes of this calculation, a Class Member who worked between 1-hour
9 and 39-hours shall be considered to have worked 40-hours.

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

12 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
13 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
14 together with the Gross Settlement Amount.

15 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
16 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
17 release the Released Parties from the Released Class Claims for the Class Period.

18 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
19 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
20 California release the Released Parties from the PAGA Released Claims for the PAGA
21 Period. As a result of this release, the Aggrieved Employees shall be precluded from
22 bringing claims against Released Parties for the PAGA Release Claims.

23 D. Conditions Precedent: This Settlement will become final and effective only upon the
24 occurrence of all of the following events:

- 25 1. The Court enters an order granting preliminary approval of the Settlement;
- 26 2. The Court enters an order granting final approval of the Settlement and a Final
27 Judgment;

1 3. If an objector appears at the final approval hearing, the time for appeal of the
2 Final Judgment and Order Granting Final Approval of Class Action
3 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
4 any appeal from the Judgment and Order Granting Final Approval of Class
5 Action Settlement; and

6 4. Defendant fully funds the Gross Settlement Amount.

7 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
8 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
9 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
10 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
11 fully fund the Gross Settlement Amount:

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

16 2. The conditional class certification (obtained for any purpose) shall be void *ab*
17 *initio* and of no force or effect, and shall not be admissible in any judicial,
18 administrative or arbitral proceeding for any purpose or with respect to any
19 issue, substantive or procedural; and

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

23 4. Defendant shall bear the sole responsibility for any cost to issue or reissue any
24 curative notice to the Settlement Class Members and all Settlement
25 Administration Costs incurred to the date of nullification.

26 F. Certification of the Settlement Class. The Parties stipulate to conditional class
27 certification of the Class for the Class Period for purposes of settlement only. In the
28 event that this Settlement is not approved by the Court, fails to become effective, or is

1 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
2 Defendant from obtaining a complete resolution of the Released Claims, the
3 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
4 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
5 proceeding for any purpose or with respect to any issue, substantive or procedural.

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

15 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
16 the "acknowledging party" and each Party to this Agreement other than the
17 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
18 of this Agreement, and no written communication or disclosure between or among the
19 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
20 such communication or disclosure constitute or be construed or be relied upon as, tax
21 advice within the meaning of United States Treasury Department circular 230 (31 CFR
22 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
23 her or its own, independent legal and tax counsel for advice (including tax advice) in
24 connection with this Agreement, (b) has not entered into this Agreement based upon
25 the recommendation of any other Party or any attorney or advisor to any other Party,
26 and (c) is not entitled to rely upon any communication or disclosure by any attorney
27 or adviser to any other party to avoid any tax penalty that may be imposed on the
28 acknowledging party, and (3) no attorney or adviser to any other Party has imposed

any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

1 K. Notice Procedure.

2 1. Class Data. No later than ten (10) business days after the Preliminary
3 Approval Date, Defendant shall provide the Settlement Administrator, with
4 the Class Data for purposes of preparing and mailing Notice Packets to the
5 Class Members.

6 2. Notice Packets.

7 a) The Notice Packet shall contain the Notice of Class Action Settlement
8 in a form substantially similar to the form attached as Exhibit A. The
9 Notice of Class Action Settlement shall inform Class Members and
10 Aggrieved Employees that they need not do anything in order to
11 receive an Individual Settlement Payment and/or Aggrieved
12 Employees' individual shares of the PAGA Settlement and to keep the
13 Settlement Administrator apprised of their current mailing address, to
14 which the Individual Settlement Payments and/or Aggrieved
15 Employees' individual shares of the PAGA Settlement will be mailed
16 following the Funding Date. The Notice of Class Action Settlement
17 shall set forth the release to be given by all members of the Class who
18 do not request to be excluded from the Settlement Class and/or
19 Aggrieved Employees in exchange for an Individual Settlement
20 Payment and/or Aggrieved Employees' individual shares of the PAGA
21 Settlement, the number of Workweeks worked by each Class Member
22 during the Class Period and PAGA Period, if any, and the estimated
23 amount of their Individual Settlement Payment if they do not request
24 to be excluded from the Settlement and each Aggrieved Employee's
25 share of the PAGA Settlement, if any. The Settlement Administrator
26 shall use the Class Data to determine Class Members' Workweeks and
27 PAGA Workweeks. The Notice will also advise the Aggrieved
28 Employees that they will release the Released PAGA Claims and will

1 receive their share of the PAGA Settlement regardless of whether they
2 request to be excluded from the Settlement.

- 3 b) The Notice Packet's mailing envelope shall include the following
4 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
5 ENTITLED TO PARTICIPATE IN A CLASS ACTION
6 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
7 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
8 NOTICE."

- 9 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
10 the Settlement Administrator will perform a search based on the National
11 Change of Address Database to update and correct any known or identifiable
12 address changes. No later than fourteen (14) calendar days after receiving the
13 Class Data from Defendant, the Settlement Administrator shall mail and email
14 copies of the Notice Packet to all Class Members via regular First-Class U.S.
15 Mail and electronic mail. The Settlement Administrator shall exercise its best
16 judgment to determine the current mailing address for each Class Member.
17 The address identified by the Settlement Administrator as the current mailing
18 address shall be presumed to be the best mailing address for each Class
19 Member.

- 20 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
21 Administrator as non-delivered on or before the Response Deadline shall be
22 re-mailed to any forwarding address provided. If no forwarding address is
23 provided, the Settlement Administrator shall promptly attempt to determine a
24 correct address by lawful use of skip-tracing, or other search using the name,
25 address and/or Social Security number of the Class Member involved, and
26 shall then perform a re-mailing, if another mailing address is identified by the
27 Settlement Administrator. In addition, if any Notice Packets, which are
28 addressed to Class Members who are currently employed by Defendant, are

1 returned to the Settlement Administrator as non-delivered and no forwarding
2 address is provided, the Settlement Administrator shall notify Defendant.
3 Defendant will request that the currently employed Class Member provide a
4 corrected address, and transmit to the Administrator any corrected address
5 provided by the Class Member. Class Members who received a re-mailed
6 Notice Packet shall have their Response Deadline extended fifteen (15) days
7 from the original Response Deadline.

8 5. Disputes Regarding Individual Settlement Payments. Class Members will
9 have the opportunity, should they disagree with Defendant's records regarding
10 the start and end dates of employment to provide documentation and/or an
11 explanation to show contrary dates. If there is a dispute, the Settlement
12 Administrator will consult with the Parties to determine whether an
13 adjustment is warranted. The Settlement Administrator shall determine the
14 eligibility for, and the amounts of, any Individual Settlement Payments under
15 the terms of this Agreement. The Settlement Administrator's determination
16 of the eligibility for and amount of any Individual Settlement Payment shall
17 be binding upon the Class Member and the Parties, except as provided
18 hereinbelow in Paragraph 6.

19 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
20 by the Settlement Administrator concerning the administration of the
21 Settlement will be resolved by the Court under the laws of the State of
22 California. Before any such involvement of the Court, counsel for the Parties
23 will confer in good faith to resolve the disputes without the necessity of
24 involving the Court.

25 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
26 Packet shall state that Class Members who wish to exclude themselves from
27 the Settlement must submit a written request for exclusion by the Response
28 Deadline. The written request for exclusion must state that the Class Member

1 wishes to exclude himself or herself from the Settlement and (1) must contain
2 the name, address, and the last four digits of the Social Security number of the
3 person requesting exclusion; (2) must be signed by the Class Member; (3)
4 must be postmarked or fax stamped by the Response Deadline and returned to
5 the Settlement Administrator at the specified address or fax telephone number;
6 and (4) contain a typewritten or handwritten notice stating in substance: "I
7 wish to opt out of the settlement of the class action lawsuit entitled *Kaur v.*
8 *Aces 2020 LLC, Contra Costa County Superior Court, Case No. C20-02482.*
9 I understand that by requesting to be excluded from the settlement, I will
10 receive no money from the Settlement described in this Notice." The request
11 for exclusion will not be valid if it is not timely submitted, if it is not signed
12 by the Class Member, or if it does not contain the name and address and last
13 four digits of the Social Security number of the Class Member. The date of
14 the postmark on the mailing envelope or fax stamp on the request for exclusion
15 shall be the exclusive means used to determine whether the request for
16 exclusion was timely submitted. Any Class Member who requests to be
17 excluded from the Settlement Class will not be entitled to an Individual
18 Settlement Payment and will not be otherwise bound by the terms of the
19 Settlement or have any right to object, appeal or comment thereon. However,
20 any Class Member that submits a timely request for exclusion that is also an
21 Aggrieved Employee will still receive his/her pro rata share of the PAGA
22 Settlement, as specified below, and in consideration, will be bound by the
23 Release by the Aggrieved Employees as set forth herein. Settlement Class
24 Members who fail to submit a valid and timely written request for exclusion
25 on or before the Response Deadline shall be bound by all terms of the
26 Settlement and any final judgment entered in this Action if the Settlement is
27 approved by the Court. No later than fourteen (14) calendar days after the
28 Response Deadline, the Settlement Administrator shall provide counsel for

1 the Parties with a final list of the Class Members who have timely submitted
2 written requests for exclusion. At no time shall any of the Parties or their
3 counsel seek to solicit or otherwise encourage members of the Class to submit
4 requests for exclusion from the Settlement.

- 5 8. Objections. The Notice of Class Action Settlement contained in the Notice
6 Packet shall state that Class Members who wish to object to the Settlement
7 may submit to the Settlement Administrator a written statement of objection
8 (“Notice of Objection”) by the Response Deadline. The postmark date of
9 mailing shall be deemed the exclusive means for determining that a Notice of
10 Objection was served timely. The Notice of Objection, if in writing, must be
11 signed by the Settlement Class Member and state: (1) the case name and
12 number; (2) the name of the Settlement Class Member; (3) the address of the
13 Settlement Class Member; (4) the last four digits of the Settlement Class
14 Member’s Social Security number; (5) the basis for the objection; and (6) if
15 the Settlement Class Member intends to appear at the Final
16 Approval/Settlement Fairness Hearing. Class Members who fail to make
17 objections in writing in the manner specified above may still make their
18 objections orally at the Final Approval/Settlement Fairness Hearing with the
19 Court’s permission. Settlement Class Members will have a right to appear at
20 the Final Approval/Settlement Fairness Hearing to have their objections heard
21 by the Court regardless of whether they submitted a written objection. At no
22 time shall any of the Parties or their counsel seek to solicit or otherwise
23 encourage Class Members to file or serve written objections to the Settlement
24 or appeal from the Order and Final Judgment. Class Members who submit a
25 written request for exclusion may not object to the Settlement. Class Members
26 may not object to the PAGA Settlement.

1 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
2 the Gross Settlement Amount on or before the Funding Date, plus any employer's
3 share of payroll taxes as mandated by law within the time specified herein.

4 1. Calculation of Individual Settlement Payments. Individual Settlement
5 Payments shall be paid from the Net Settlement Amount and shall be paid
6 pursuant to the formula set forth herein. Using the Class Data, the Settlement
7 Administrator shall add up the total number of Workweeks for all Class
8 Members. The respective Workweeks for each Class Member will be divided
9 by the total Workweeks for all Class Members, resulting in the Payment Ratio
10 for each Class Member. Each Class Member's Payment Ratio will then be
11 multiplied by the Net Settlement Amount to calculate each Class Member's
12 estimated Individual Settlement Payments. Each Individual Settlement
13 Payment will be reduced by any legally mandated employee tax withholdings
14 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
15 Members who submit valid and timely requests for exclusion will be
16 redistributed to Settlement Class Members who do not submit valid and timely
17 requests for exclusion on a pro rata basis based on their respective Payment
18 Ratios.

19 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
20 Class Data, the Settlement Administrator shall add up the total number of Pay
21 Periods for all Aggrieved Employees during the PAGA Period. The
22 respective Pay Periods for each Aggrieved Employee will be divided by the
23 total Pay Periods for all Aggrieved Employees, resulting in the "PAGA
24 Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's
25 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
26 Payment to calculate each Aggrieved Employee's estimated share of the
27 PAGA Settlement.
28

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated as follows: 40% wages (“Wage
3 Portion”); 20% as penalties and 40% as interest (“Non-Wage Portion”).
- 4 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
5 Employee Settlement Payments shall be allocated and treated as 100%
6 penalties and shall be reported on IRS Form 1099.
- 7 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
8 individual shares of the PAGA Settlement made to Settlement Class Members
9 and/or Aggrieved Employees under this Settlement Agreement, as well as any
10 other payments made pursuant to this Settlement Agreement, will not be
11 utilized to calculate any additional benefits under any benefit plans to which
12 any Class Members may be eligible, including, but not limited to profit-
13 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
14 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
15 Parties’ intention that this Settlement Agreement will not affect any rights,
16 contributions, or amounts to which any Class Members may be entitled under
17 any benefit plans.
- 18 6. All monies received by Settlement Class Members under the Settlement which
19 are attributable to wages shall constitute income to such Settlement Class
20 Members solely in the year in which such monies actually are received by the
21 Settlement Class Members. It is the intent of the Parties that Individual
22 Settlement Payments and individual shares of the PAGA Settlement provided
23 for in this Settlement agreement are the sole payments to be made by Defendant
24 to Settlement Class Members and/or Aggrieved Employees in connection with
25 this Settlement Agreement, with the exception of Plaintiff, and that the
26 Settlement Class Members and/or Aggrieved Employees are not entitled to any
27 new or additional compensation or benefits as a result of having received the
28 Individual Settlement Payments and/or their shares of the PAGA Settlement.

- 1 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
2 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
3 and/or Aggrieved Employees last known mailing address no later than fifteen
4 (15) calendar days after the Funding Date.
- 5 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
6 Employees shall remain valid and negotiable for one hundred and eighty (180)
7 days from the date of their issuance. If a Settlement Class Member and/or
8 Aggrieved Employee does not cash his or her settlement check within 90 days,
9 the Settlement Administrator will send a letter to such persons, advising that
10 the check will expire after the 180th day, and invite that Settlement Class
11 Member and/or Aggrieved Employee to request reissuance in the event the
12 check was destroyed, lost or misplaced. In the event an Individual Settlement
13 Payment and/or Aggrieved Employee's individual share of the PAGA
14 Settlement check has not been cashed within one hundred and eighty (180)
15 days, all funds represented by such uncashed checks, plus any interest accrued
16 thereon, shall be distributed consistent with California Code of Civil
17 Procedure Section 384 as follows: to the UC San Diego Autism Center of
18 Excellence ([https://neurosciences.ucsd.edu/centers-programs/autism/about-
19 ace/index.html](https://neurosciences.ucsd.edu/centers-programs/autism/about-ace/index.html)). Class Counsel, Defendant's counsel, Plaintiff and Defendant
20 do not have any interest, pecuniary or otherwise, in the UC San Diego Autism
21 Center of Excellence.
- 22 9. Class Representative Service Award. In addition to the Individual Settlement
23 Payment and her individual share of the PAGA Settlement to be paid to
24 Plaintiff, Plaintiff will apply to the Court for an award of not more than
25 \$5,000, as the Class Representative Service Award. Defendant does not
26 presently intend to oppose a Class Representative Service Award of not more
27 than \$5,000 for Plaintiff. The Settlement Administrator shall pay the Class
28 Representative Service Award, either in the amount stated herein if approved

1 by the Court or some other amount as approved by the Court, to Plaintiff from
2 the Gross Settlement Amount no later than ten (10) calendar days after the
3 Funding Date. Any portion of the requested Class Representative Service
4 Awards that are not awarded to the Class Representative shall be part of the
5 Net Settlement Amount and shall be distributed to Settlement Class Members
6 as provided in this Agreement. The Settlement Administrator shall issue an
7 IRS Form 1099 — MISC to Plaintiff for her Class Representative Service
8 Award. Plaintiff shall be solely and legally responsible to pay any and all
9 applicable taxes on her Class Representative Service Award and shall hold
10 harmless the Released Parties from any claim or liability for taxes, penalties,
11 or interest arising as a result of the Class Representative Service Awards. The
12 Class Representative Service Award shall be in addition to Plaintiff's
13 Individual Settlement Payment as a Settlement Class Member. Approval of
14 this Settlement shall not be conditioned on Court approval of the requested
15 amount of the Class Representative Service Award. If the Court reduces or
16 does not approve the requested Class Representative Service Award, Plaintiff
17 shall not have the right to revoke the Settlement, and it will remain binding.

- 18 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
19 attorneys' fees not to exceed one-third of the Gross Settlement Amount
20 currently estimated to be \$571,666.66 plus costs and expenses supported by
21 declaration not to exceed Twenty-Five Thousand Dollars (\$25,000.00), from
22 the Gross Settlement Amount will be filed. Any portion of the requested Class
23 Counsel Award that is not awarded to Class Counsel shall be part of the Net
24 Settlement Amount and shall be distributed to Settlement Class Members as
25 provided in this Agreement. The Settlement Administrator shall allocate and
26 pay the Class Counsel Award to Class Counsel from the Gross Settlement
27 Amount no later than five (5) calendar days after the Funding Date. Class
28 Counsel shall be solely and legally responsible to pay all applicable taxes on

1 the payment made pursuant to this paragraph. The Settlement Administrator
2 shall issue an IRS Form 1099 — MISC to Class Counsel for the payments
3 made pursuant to this paragraph. In the event that the Court reduces or does
4 not approve the requested Class Counsel Award, Plaintiff and Class Counsel
5 shall not have the right to revoke the Settlement, or to appeal such order, and
6 the Settlement will remain binding.

7 11. PAGA Settlement. Eighty Thousand Dollars (\$80,000) shall be allocated
8 from the Gross Settlement Amount for settlement of claims for civil penalties
9 under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The
10 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
11 Settlement (\$60,000) to the California Labor and Workforce Development
12 Agency no later than twenty-five (25) calendar days after the Funding Date
13 (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA
14 Settlement (\$20,000) will be distributed to the Aggrieved Employees as
15 described in this Agreement (hereinafter “Aggrieved Employee Payment”).
16 For purposes of distributing the PAGA Settlement to the Aggrieved
17 Employees, each Aggrieved Employee shall receive their pro-rata share of the
18 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
19 above.

20 12. Settlement Administration Costs. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Gross Settlement
22 Amount. The estimate of the Settlement Administration Costs is \$60,000.00.
23 The Settlement Administrator shall be paid the Settlement Administration
24 Costs no later than twenty-five (25) calendar days after the Funding Date.

25 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
26 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
27 twenty-eight (28) days following the expiration of the Response Deadline, which
28 motion shall request final approval of the Settlement and a determination of the

1 amounts payable for the Class Representative Service Award, the Class Counsel
2 Award, the PAGA Settlement, and the Settlement Administration Costs.

3 1. Declaration by Settlement Administrator. No later than seven (7) days after
4 the Response Deadline, the Settlement Administrator shall submit a
5 declaration in support of Plaintiff's motion for final approval of this
6 Settlement detailing the number of Notice Packets mailed and re-mailed to
7 Class Members, the number of undeliverable Notice Packets, the number of
8 timely requests for exclusion, the number of objections received, the amount
9 of the average Individual Settlement Payment and highest Individual
10 Settlement Payment, the Settlement Administration Costs, and any other
11 information as the Parties mutually agree or the Court orders the Settlement
12 Administrator to provide.

13 2. Final Approval Order and Judgment. Class Counsel shall present an Order
14 Granting Final Approval of Class Action Settlement to the Court for its
15 approval, and Judgment thereon, at the time Class Counsel files the Motion
16 for Final Approval. Following the Court's entry of an Order Granting Final
17 Approval of Class Action Settlement, and Judgment thereon, Plaintiff shall
18 provide notice to the California Labor & Workforce Development Agency in
19 accordance with Cal. Lab. Code section 2699(1)(3).

20 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
21 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
22 Final Approval, including the Order Granting Final Approval of Class Action
23 Settlement, and Judgment before filing with the Court. The Parties and their counsel
24 will cooperate with each other and use their best efforts to affect the Court's approval
25 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
26 Judgment.

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

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 4 Q. Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 6 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
7 Agreement among these Parties, and no oral or written representations, warranties or
8 inducements have been made to any Party concerning this Agreement or its Exhibit
9 other than the representations, warranties and covenants contained and memorialized
10 in this Agreement and its Exhibit, and except as provided in the separate independent
11 individual settlement agreement between Plaintiff and Defendant.
- 12 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate
14 this Agreement and to take all appropriate Action required or permitted to be taken by
15 such Parties pursuant to this Agreement to effectuate its terms, and to execute any
16 other documents required to effectuate the terms of this Agreement. The persons
17 signing this Agreement on behalf of Defendant represents and warrants that he/she is
18 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
19 warrants that he is authorized to sign this Agreement and that he has not assigned any
20 claim, or part of a claim, covered by this Settlement to a third-party.
- 21 T. No Public Comment: The Parties and their counsel agree that they will not issue any
22 press releases, initiate any contact with the press, respond to any press inquiry, or have
23 any communication with the press about the fact, amount or terms of the Settlement
24 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
25 of its terms for any marketing or promotional purposes. Nothing herein will restrict
26 Class Counsel from including publicly available information regarding this settlement
27 in future judicial submissions regarding Class Counsel's qualifications and experience.
28 Further, Class Counsel will not include, reference or use the Settlement Agreement for

any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

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

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

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

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

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

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

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories

1 upon which any claims or causes of action could be brought against Released Parties,
2 including those facts or legal theories alleged in the operative complaint in this Action.
3 The Parties further acknowledge, understand and agree that this representation is
4 essential to the Agreement and that this Agreement would not have been entered into
5 were it not for this representation.

6 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
7 certification for purposes of this settlement only.

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

17 DD. Plaintiff's Individual Settlement. Plaintiff is entering into an individual settlement
18 agreement, which shall provide for an Individual Settlement Payment, and which shall
19 provide for a broad release, including a waiver of Civil Code Section 1542. This
20 release, waiver and discharge of all claims shall include, but will not be limited to, any
21 and all claims arising out of the Action, as well as additional claims described in the
22 Individual Settlement Agreement and claims alleged in DFEH Complaint No. 202012-
23 12073614 dated December 14, 2020. The Individual Settlement Agreement shall be
24 confidential, but may be submitted to the Court for in-camera review for purposes of
25 approval of this Settlement upon the Court's request.
26
27
28

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

DATED: 4/1/2022

DocuSigned by:
Sukhraj Kaur
F8BCA172D91943D...

SUKHRAJ KAUR

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

DATED: _____

ACES 2020, LLC, a Delaware limited liability company (formerly known as Comprehensive Educational Services, Inc., a California Corporation), known in California as ACES 2020 I, LLC, doing business as ACES

By: _____
General Counsel

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 4/1/2022

JCL LAW FIRM, A.P.C.

DocuSigned by:
Jean-Claude Lapuyade
By: _____
Attorneys for Plaintiff and the Settlement Class Members

DATED: 4/1/2022

ZAKAY LAW GROUP, APLC

DocuSigned by:
By: _____
Attorneys for Plaintiff and the Settlement Class Members

DATED: _____

PAUL, PLEVIN, SULLIVAN &
CONNAUGHTON LLP

By: _____
Aaron A. Buckley
Attorneys for Defendant

4828-2706-0977, v. 1

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

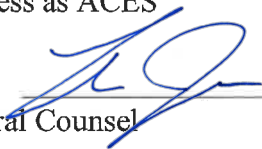
2
3 DATED: _____

SUKHRAJ KAUR

4
5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6
7 DATED: 3/24/2022

8 ACES 2020, LLC, a Delaware limited liability
9 company (formerly known as Comprehensive
10 Educational Services, Inc., a California Corporation),
known in California as ACES 2020 I, LLC, doing
business as ACES

11 By: 

12 General Counsel

13
14 IT IS SO AGREED AS TO FORM BY COUNSEL:

15 DATED: _____

JCL LAW FIRM, A.P.C.

16 By: _____

17 Attorneys for Plaintiff and the Settlement Class
18 Members

19 DATED: _____

ZAKAY LAW GROUP, APLC

20 By: _____

21 Attorneys for Plaintiff and the Settlement Class
22 Members

23
24 DATED: MARCH 24, 2022

PAUL, PLEVIN, SULLIVAN &
CONNAUGHTON LLP

25 By: 

26 Aaron A. Buckley
27 Attorneys for Defendant

28 4828-2706-0977, v. 1

Exhibit A

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING DATE

(Kaur v. Aces 2020 I, LLC., Contra Costa County Superior Court Case No. C20-02482)

**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 Settlement Share 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 Defendant 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 Contra Costa (the “Court”) has been reached between Plaintiff Sukhraj Kaur (“Plaintiff”) and Defendant ACES 2020, LLC, a Delaware limited liability company (formerly known as Comprehensive Educational Services, Inc., a California Corporation), known in California as ACES 2020 I, LLC, doing business as ACES (“Defendant”). 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, which is defined as:

All persons who are or previously were employed by Defendant in California and who were classified as non-exempt employees during the Class Period.

The “Class Period” is the period of time running from April 6, 2016 to December 31, 2021.

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 November 16, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Contra Costa. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse Plaintiff for required expenses in violation of California Labor code 2802; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendant denies and disputes all claims asserted in the Actions. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant fully reimbursed members of the class for required business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On September 14, 2021, the Parties participated in an all-day mediation with Jeff Krivis, Esq., an experienced mediator of wage and hour class actions. The mediation concluded without a settlement. However, following the mediation, each side, represented by its respective counsel, continued settlement negotiations for several months, with the assistance of Mediator Krivis, until they agreed to settle the Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Seven Hundred Fifteen Thousand Dollars (\$1,715,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendant 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:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$60,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$571,666.66) and a Class Counsel Litigation Expenses Payment of not more than \$25,000 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 Plaintiff 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.
- Class Representative Service Payment. Class Representative Service Payment of up to Five Thousand Dollars (\$5,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$80,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$60,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$20,000 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments the LWDA Payment, and the Settlement 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"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as each 40-hours worked during the Class Period by a Class Member as a non-exempt employee of Defendant in California. For purposes of this calculation, a Class Member who worked between 1-hour and 39-hours shall be considered to have worked 40-hours.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount 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 Employees" means all non-exempt employees who are or previously were employed by Defendant in California and who were classified as non-exempt employees at any time during the PAGA Period. The PAGA Period means the period between April 6, 2019 to December 31, 2021.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share 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 insure you receive your payment.

Tax Matters. 40% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 60% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each

Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's 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.

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

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 Defendant, 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 means all class claims alleged in the operative complaint or that could have been alleged based on the facts in the operative complaint which occurred during the Class Period, and expressly excluding 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. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees 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" all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA or that could have been alleged based on the facts in the operative complaint and/or PAGA notice 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.

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 Defendant 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?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (April 6, 2016 to December 31, 2021).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (April 6, 2019 to December 31, 2021).

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 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: _____ (800) _____.

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._____.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," 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 Net PAGA Amount.

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 _____. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit **entitled *Kaur v. Aces 2020 LLC, Contra Costa County Superior Court, Case No. C20-02482***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." 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 ***Kaur v. Aces 2020 I, LLC, Case No. C20-02482***. 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 ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite

Counsel for Defendant:

Aaron Buckley, Esq.
Paul, Plevin, Sullivan & Connaughton
LLP

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: jlapuyade@jcl-lawfirm.com

3600 San Diego, CA 92121 Tel: (619)

599-8292

Fax: (619) 599-8291

Email: shani@zakaylaw.comWebsite: www.zakaylaw.com

101 West Broadway, Ninth Floor

San Diego, CA 92101-8285

Tel.: (619) 237-5200

Fax: (619) 615-0700

E-Mail: abuckley@paulplevin.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 Contra Costa County Superior Court, Department 39, located at 725 Court Street, Martinez, CA 94553 before Judge Edward Weil. 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 1-888-250-6810 or write to *Kaur v. Aces 2020 I, LLC., Case No. C20-02482*, Settlement Administrator, c/o _____.

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.

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 UC San Diego Autism Center of Excellence. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC

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Attorneys for Plaintiff SUKHRAJ KAUR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

SUKHRAJ KAUR, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ACES 2020 I, LLC, a Delaware limited liability
company (fka Comprehensive Educational
Services, Inc.), ACES 2020, LLC, a California
limited liability company (fka Comprehensive
Educational Services, Inc.); and DOES 1
through 50, inclusive,

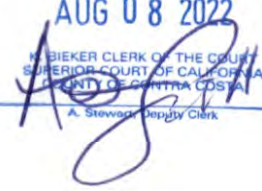
Defendants.

Case No. C20-02482

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: July 21, 2022
Time: 9:00 a.m.

Judge: Hon. Judge Edward G. Weil
Dept.: 39

FILED
AUG 08 2022
K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By:  A. Stewart, Deputy Clerk

1 This matter having come before the Honorable Judge Edward Weil of the Superior Court of the
2 State of California, in and for the County of Contra Costa, at 9:00 a.m. on July 21, 2022, and no one
3 having contested the tentative ruling, the Court hereby GRANTS Plaintiff's Motion for Preliminary
4 Approval of Class Action Settlement.

5 **A. BACKGROUND AND SETTLEMENT TERMS**

6 The original complaint was filed November 19, 2020, raising claims under PAGA and a class
7 action on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various
8 ways, including unpaid overtime, unpaid minimum wage, non-compliant meal and rest periods, failure
9 to provide reporting time, failure to reimburse employee expenses, waiting time, and wage statement
10 claims.

11 The settlement would create a gross settlement fund of \$1,715,000. The class representative
12 payment to the plaintiff would be \$5,000. Counsel's attorney's fees would be \$571,666.66 (one-third
13 of the settlement). Litigation costs would not exceed \$25,000. The settlement administrator (ILYM
14 Group) would receive an estimated \$60,000. PAGA penalties would be \$80,000, resulting in a payment
15 of \$60,000 to the LWDA. The fund is non-reversionary. There are an estimated 10,491 class members,
16 and 6,010 "aggrieved employees" under PAGA. Based on the estimated class size, the average net
17 payment for each class member is approximately \$92.

18 Defendants will fund the settlement within 65 days after final approval of the settlement.

19 The proposed settlement would certify a class of all non-exempt employees who worked for
20 Defendants in California from April 16, 2016 to December 31, 2021. In addition, it established
21 aggrieved employees for PAGA purposes for the time period April 6, 2019 to December 31, 2021.

22 The class members will not be required to file a claim. Class members may object or opt out of
23 the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds
24 would be apportioned to class members based on the number of workweeks worked by the individual
25 employee during the relevant time period.

26 Various prescribed follow-up steps will be taken with respect to mail that is returned as
27 undeliverable. Undelivered or uncashed checks will be voided and the funds provided to U.C. San

1 Diego Autism Center of Excellence, pursuant to Code of Civil Procedure section 384(b). The parties
2 represent that neither they nor counsel have any interest in the U.C. San Diego Autism Center of
3 Excellence. The parties represent that the Center provides “a comprehensive suite of services dedicated
4 to enhancing the quality of life for individuals and families impacts with Autism or other special needs.”

5 The settlement contains release language covering all claims “alleged in the operative complaint
6 or that could have been alleged based on the facts in the operative complaint which occurred during the
7 Class Period[.]” (Article I, section BB.) It also releases PAGA claims “Alleged in the operative
8 complaint and Plaintiff’s PAGA notice to the LWDA or that could have been alleged based on the facts
9 in the operative complaint and/or PAGA notice”. (Article I, section CC.) Under recent appellate
10 authority, the limitation to those claims with the “same factual predicate” as those alleged in the
11 complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 [“A court
12 cannot release claims that are outside the scope of the allegations of the complaint.” “Put another way,
13 a release of claims that’ go beyond the scope of the allegations in the operative complaint’ is
14 impermissible.” (Id., quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d
15 942, 949.)

16 Informal discovery was undertaken, resulting in the production of substantial documents,
17 including payroll records and written work policies, which were analyzed by counsel and a
18 retained consultant. The matter settled after arms-length negotiations, which included an all-day
19 session with an experienced mediator on October 21, 2021.

21 Counsel also has provided an analysis of the case, and how the settlement compares to
22 the potential value of the case, after allowing for various risks and contingencies. This included
23 an estimate of class claims at \$7.5 million based on “realistic damages” and \$24 million based
24 on “maximum damages.”
25

26 Counsel analyzed the minimum wage claims, off-the-clock claims, meal period claims, rest
27 period claims, business expense claims, reporting time claims, wage statement claims, and waiting time
28

1 penalty claims. The potential liability needs to be adjusted for various evidence and risk-based
2 contingencies, including problems of proof. Counsel also analyzed claims for PAGA penalties, but such
3 penalties are difficult to evaluate for a number of reasons: they derive from other violations, they
4 include “stacking” of violations, the law may only allow application of the “initial violation” penalty
5 amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, §
6 2699(e)(2) [PAGA penalties may be reduced where “based on the facts and circumstances of the
7 particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or
8 confiscatory.”])

9 The LWDA was notified of the settlement.

10 **B. LEGAL STANDARDS**

11 The primary determination to be made is whether the proposed settlement is “fair, reasonable,
12 and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the
13 strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the
14 risk of maintaining class action status through trial, the amount offered in settlement, the extent of
15 discovery completed and the state of the proceedings, the experience and views of counsel, the presence
16 of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v.*
17 *Anaheim Arena Mgmt., LLC*, *supra*, 69 Cal.App.5th 521.)

18 Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria
19 that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.*
20 (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair,
21 reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at
22 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of
23 civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

24 California law provides some general guidance concerning judicial approval of any settlement.
25 First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3
26 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy.
27 (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th
28

1 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is
2 a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-
3 Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted
4 that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the
5 additional safeguard of judicial review, though more cumbersome to the settlement process, serves a
6 salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141
7 Cal.App.4th 48, 63.)

8 C. ATTORNEYS FEES

9 Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund”
10 theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar
11 cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court
12 endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is
13 reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily
14 high or low, the trial court should consider whether the percentage used should be adjusted so as to
15 bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make
16 such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be
17 considered at this time, but only as part of final approval.

18 Similarly, litigation costs and the requested representative payment of \$50,000 for plaintiff will
19 be reviewed at time of final approval. Criteria for evaluation of representative payment requests are
20 discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

21 D. DISCUSSION

22 The initial moving papers sufficiently establish that the proposed settlement is fair, reasonable,
23 and adequate to justify preliminary approval.

24 The Court notes that an issue arises with respect to the designation of U.C. San Diego Autism
25 Center for Excellence as a cy pres recipient. Pursuant to Code of Civil Procedure section 384(b), the
26 funds must be provided “to nonprofit organizations or foundations to support projects that will benefit
27 the class or similarly situated persons, or that promote the law consistent with the objectives and
28

1 purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations
2 providing civil legal services to the indigent.” (§ 384(b).) Given plaintiff’s representation that
3 defendants are in the business of providing services to persons with autism, if one views one of the
4 purposes of the litigation as assuring that persons providing such services are accorded their rights
5 under the Labor Code, which may help assure that their clients are well-served, then the statute is
6 satisfied.

7 **E. CONCLUSION**

8 Motion granted.

9 Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the
10 previously submitted proposed order, and to obtain a hearing date for the motion for final approval from
11 the Department clerk. Other dates in the scheduled notice process should track as appropriate to the
12 hearing date. The order must provide that pursuant to Code of Civil Procedure section 384(b), the
13 ultimate judgment must provide for a compliance hearing after the settlement has been completely
14 implemented, and amendment of the judgment to reflect the amount paid to the cy pres recipient.

15 The ultimate judgment must provide for a compliance hearing after the settlement has been
16 completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the
17 compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator
18 pending satisfactory compliance as found by the Court.

19 The Court vacates the 7/29/22 further case management conference.

20 **IT IS HEREBY ORDERED:**

21 1. The Court preliminarily approves the Stipulation of Settlement of Class Action Claims
22 and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct copy of which is
23 attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the Settlement
24 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of
25 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is One Million Seven Hundred Fifteen Thousand Dollars (\$1,715,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

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

5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated at Five Hundred Seventy-One Thousand and Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$571,666.66), plus costs of up to Twenty-Five Thousand Dollars (\$25,000), and proposed Class Representative Service Award to the Class Representative, Sukhraj Kaur, in an amount of not more than Five Thousand Dollars (\$5,000). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service Award until the Final Approval Hearing.

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

11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data, including information regarding Class Members that Defendant will in good faith compile from its records, including each Class Member's full name; last known mailing address; last known personal email address; Social Security Number; start dates and end dates of employment as a non-exempt employee in California during the Class Period. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail and email copies of the Notice Packet to all Class Members via first class U.S. Mail and electronic mail.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

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

1 14. A final approval hearing shall be held before this Court on December 8, 2022 at 9:00
2 a.m. in Department 39 of the Contra Costa County Superior Court to determine all necessary matters
3 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
4 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
5 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
6 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
7 to the Class; and to finally approve the Class Counsel Award, Class Representative Service Award, and
8 the Settlement Administration Costs. All papers in support of the motion for final approval and the
9 motion for Attorneys' Fee and Costs and Class Representative Service Award shall be filed with the
10 Court and served on all counsel within twenty-eight (28) days following the expiration of the Response
11 Deadline.

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

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

23
24 Dated: August 4, 2022


HON. EDWARD G. WEIL,
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

From: [DIR PAGA Unit](#)
To: [Tesla Stone](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, June 17, 2022 5:02:53 PM

06/17/2022 05:02:27 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: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT D

EXHIBIT E

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Kaur v. Aces (002-140)							
06/02/2020	No	Jean Claude Lapuyade	Fact Investigation - TCW Client Re Intake	550.00	0:42	385.00	385.00
06/04/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Documents from PC	550.00	2:18	1,265.00	1,650.00
06/05/2020	No	Jean Claude Lapuyade	Legal Research - 226 Issues and Similarly Named Businesses	550.00	6:30	3,575.00	5,225.00
06/08/2020	No	Jean Claude Lapuyade	Fact Investigation - TCW Client Re Claim Analysis and Research	550.00	1:24	770.00	5,995.00
06/08/2020	No	Jean Claude Lapuyade	Drafted CFA	550.00	1:06	605.00	6,600.00
06/12/2020	No	Jean Claude Lapuyade	TCW Client Re CFA and Timeline for Case Initiation	550.00	0:18	165.00	6,765.00
06/15/2020	No	Jean Claude Lapuyade	Case Management - Emails to/from Client Re CFA	550.00	0:18	165.00	6,930.00
06/16/2020	No	Jean Claude Lapuyade	Discovery - Drafted Employee File Demand Letter	550.00	2:12	1,210.00	8,140.00
06/16/2020	No	Jean Claude Lapuyade	Legal Research - Employee File Demand Statutes	550.00	1:54	1,045.00	9,185.00
06/17/2020	No	Jean Claude Lapuyade	Discovery - Finalized and Mailed Employee File Demand Letter	550.00	0:18	165.00	9,350.00
06/17/2020	No	Jean Claude Lapuyade	Discovery - Email to/from Client Re Employee File Demand Authorization	550.00	1:00	550.00	9,900.00
06/24/2020	No	Jean Claude Lapuyade	Fact Investigation - Researched Prior Lawsuit (analyzed Release, pleadings and Motions for approval)	550.00	6:00	3,300.00	13,200.00
07/22/2020	No	Jean Claude Lapuyade	Email to/from Employer HR Re Extension on File Demand Response	550.00	0:30	275.00	13,475.00
08/19/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Documents Produced in Response to Employee File Demand	550.00	4:48	2,640.00	16,115.00
08/20/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File Production	550.00	3:54	2,145.00	18,260.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
08/21/2020	No	Jean Claude Lapuyade	Drafted Client Status Letter Re Employee File Review and Timeline for Complaint	550.00	3:06	1,705.00	19,965.00
08/28/2020	No	Jean Claude Lapuyade	Legal Research - PAGA Notice and LWDA Notice Requirements (Statutes and Case Law)	550.00	3:18	1,815.00	21,780.00
09/07/2020	No	Jean Claude Lapuyade	Legal Research - 226 Issues (Statute and Case Law)	550.00	4:06	2,255.00	24,035.00
09/09/2020	No	Jean Claude Lapuyade	Drafted, Revised and Edited LWDA Notice	550.00	4:36	2,530.00	26,565.00
09/09/2020	No	Jean Claude Lapuyade	Legal Research - Wage Order #5 and 15, Meal and Rest, OT	550.00	6:00	3,300.00	29,865.00
09/11/2020	No	Jean Claude Lapuyade	Drafted Letter to Client Re LWDA Notice	550.00	1:12	660.00	30,525.00
09/12/2020	No	Jean Claude Lapuyade	Finalized and Filed LWDA Notice	550.00	0:48	440.00	30,965.00
09/23/2020	No	Jean Claude Lapuyade	Case Management - TCW Client Re PAGA Timeline	550.00	0:30	275.00	31,240.00
10/22/2020	No	Jean Claude Lapuyade	Email to/from Client Re Case Status	550.00	0:24	220.00	31,460.00
10/30/2020	No	Jean Claude Lapuyade	Drafted, Revised and Edited Complaint	550.00	2:48	1,540.00	33,000.00
11/17/2020	No	Jean Claude Lapuyade	Pleading - Drafted, Edited and Revised Amended LWDA Notice	550.00	1:24	770.00	33,770.00
11/17/2020	No	Jean Claude Lapuyade	TCW Client Re Complaint	550.00	1:00	550.00	34,320.00
11/18/2020	No	Jean Claude Lapuyade	Revised, Edited and Finalized Complaint	550.00	0:54	495.00	34,815.00
11/30/2020	No	Jean Claude Lapuyade	Service - Email to/from Process Server Re Service	550.00	0:24	220.00	35,035.00
12/04/2020	No	Jean Claude Lapuyade	Service - email to/from Process Server Red Service	550.00	0:18	165.00	35,200.00
12/08/2020	No	Jean	TCW Client Re Case Status	550.00	0:24	220.00	35,420.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade					
12/15/2020	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Service	550.00	0:36	330.00	35,750.00
12/16/2020	No	Jean Claude Lapuyade	Case Management - TCW OC Re Claims and Service	550.00	0:42	385.00	36,135.00
12/24/2020	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Prior Case	550.00	0:24	220.00	36,355.00
12/24/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Documents Provided by Defense Counsel Re Prior Case	550.00	1:30	825.00	37,180.00
12/28/2020	No	Jean Claude Lapuyade	Case Management - Emails to/from OC and Co Counsel Re Case Status and Prior Case	550.00	1:00	550.00	37,730.00
12/29/2020	No	Jean Claude Lapuyade	Service - Email to/from OC RE NOA	550.00	0:36	330.00	38,060.00
12/30/2020	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Service and NOA	550.00	0:30	275.00	38,335.00
01/13/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from Client Re Update	550.00	0:42	385.00	38,720.00
01/19/2021	No	Jean Claude Lapuyade	Service - Email to/from OC Re NOA	550.00	0:18	165.00	38,885.00
01/19/2021	No	Jean Claude Lapuyade	Case Management - Drafted Letter Correspondence Re Service of ACES 2020, LLC w/ Supporting Case Law on 228(a)(8) claims	550.00	3:48	2,090.00	40,975.00
01/22/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from Co Counsel Re FAC	550.00	0:48	440.00	41,415.00
01/28/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from Co Counsel Re FAC	550.00	0:30	275.00	41,690.00
01/29/2021	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client	550.00	1:30	825.00	42,515.00
02/01/2021	No	Jean Claude Lapuyade	Cause Management - TCW Client Re Case Status	550.00	0:18	165.00	42,680.00
02/02/2021	No	Jean Claude	Case Management - Emails to/from OC and Co Counsel Re Pleading Status	550.00	0:48	440.00	43,120.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
02/03/2021	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Pleading Status	550.00	0:12	110.00	43,230.00
02/03/2021	No	Jean Claude Lapuyade	Drafted, Revised and Edited FAC Adding additional 226 allegations and PAGA	550.00	2:54	1,595.00	44,825.00
02/04/2021	No	Jean Claude Lapuyade	Discovery - Drafted SI (Set 1), RFP (Set 1) and RFA (Set 1)	550.00	6:48	3,740.00	48,565.00
02/05/2021	No	Jean Claude Lapuyade	Discovery - Drafted FROGGS (General), FROGGS (Employment)	550.00	1:06	605.00	49,170.00
02/05/2021	No	Jean Claude Lapuyade	Discovery - Revised, Edited and Finalized SI (Set 1), RFP (Set 1), RFA (Set 1)	550.00	2:00	1,100.00	50,270.00
02/08/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint CMS	550.00	0:18	165.00	50,435.00
02/08/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from Co Counsel Re Discovery Review	550.00	0:24	220.00	50,655.00
02/08/2021	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS and Dec Re Service	550.00	1:36	880.00	51,535.00
02/10/2021	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Case Status	550.00	0:54	495.00	52,030.00
02/11/2021	No	Jean Claude Lapuyade	Case Management - R&R Defendant's NOA	550.00	0:12	110.00	52,140.00
02/12/2021	No	Jean Claude Lapuyade	Case Management - M&C Call w/ OC Re CMC	550.00	0:54	495.00	52,635.00
02/12/2021	No	Jean Claude Lapuyade	Case Management - Email to/from Various Mediators Re Availability	550.00	1:00	550.00	53,185.00
02/17/2021	No	Jean Claude Lapuyade	Case Management - email to/from Co counsel after CMC	550.00	0:30	275.00	53,460.00
02/22/2021	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Mediation	550.00	0:18	165.00	53,625.00
02/26/2021	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Mediation	550.00	0:18	165.00	53,790.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
03/01/2021	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Mediation	550.00	0:18	165.00	53,955.00
03/04/2021	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Mediation	550.00	0:42	385.00	54,340.00
03/05/2021	No	Jean Claude Lapuyade	Case Management - Email to/from OC and Mediator Re Mediation	550.00	1:12	660.00	55,000.00
03/08/2021	No	Jean Claude Lapuyade	Legal Research - Motion to Strike and Demurer on SOL Defenses	550.00	4:06	2,255.00	57,255.00
03/08/2021	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	550.00	1:48	990.00	58,245.00
03/10/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from Mediator Re Engagement	550.00	0:36	330.00	58,575.00
03/22/2021	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re Mediation and Timeline	550.00	2:30	1,375.00	59,950.00
04/08/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Status	550.00	0:48	440.00	60,390.00
05/26/2021	No	Jean Claude Lapuyade	Case Management - TCW Client	550.00	0:18	165.00	60,555.00
07/22/2021	No	Jean Claude Lapuyade	Case Management - TCW Client	550.00	0:30	275.00	60,830.00
07/28/2021	No	Jean Claude Lapuyade	Fact Investigation - Revised File and Documents in Prep for Mediation Data Demand	550.00	4:00	2,200.00	63,030.00
08/06/2021	No	Jean Claude Lapuyade	Discovery - Drafted Mediation Data demand and circulated to co-counsel	550.00	2:06	1,155.00	64,185.00
08/10/2021	No	Jean Claude Lapuyade	Discovery - Finalized Mediation Data Demand and Emails to/from OC Re Data Demand	550.00	1:00	550.00	64,735.00
08/11/2021	No	Jean Claude Lapuyade	Case Management - Email to/from OC Re Scope of Data Demand	550.00	0:24	220.00	64,955.00
08/24/2021	No	Jean Claude Lapuyade	Legal Research - Meal and Rest for at Home Care Givers	550.00	5:30	3,025.00	67,980.00
08/30/2021	No	Jean	Discovery - Call w/ Expert Re Mediation Damage	550.00	1:30	825.00	68,805.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade	Analysis and Report				
08/30/2021	No	Jean Claude Lapuyade	Discovery - Email to/from OC Re Mediation Data	550.00	0:24	220.00	69,025.00
08/31/2021	No	Jean Claude Lapuyade	Legal Research 226 Violation	550.00	3:06	1,705.00	70,730.00
08/31/2021	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS	550.00	0:48	440.00	71,170.00
08/31/2021	No	Jean Claude Lapuyade	Legal Research 226 Issue	550.00	6:48	3,740.00	74,910.00
09/02/2021	No	Jean Claude Lapuyade	Discovery- Reviewed Mediation Data Production	550.00	7:30	4,125.00	79,035.00
09/03/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from and Calls w/ Expert Re Damage Analysis and Data	550.00	1:42	935.00	79,970.00
09/03/2021	No	Jean Claude Lapuyade	Discovery - Reviewed Mediation Data Produced by Defendant	550.00	3:48	2,090.00	82,060.00
09/04/2021	No	Jean Claude Lapuyade	law and Motion - Drafted Mediation Brief	550.00	2:54	1,595.00	83,655.00
09/07/2021	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	550.00	0:42	385.00	84,040.00
09/07/2021	No	Jean Claude Lapuyade	Legal Research - Mediation Brief Issues (226, OTC and Meal and Rest)	550.00	5:12	2,860.00	86,900.00
09/08/2021	No	Jean Claude Lapuyade	TCW OC Re Mediation Data	550.00	0:36	330.00	87,230.00
09/08/2021	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Expert Report	550.00	3:24	1,870.00	89,100.00
09/08/2021	No	Jean Claude Lapuyade	Reviewed Mediation Brief	550.00	1:42	935.00	90,035.00
09/09/2021	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Mediation Data Produced by Defendant	550.00	5:36	3,080.00	93,115.00
09/11/2021	No	Jean Claude	Law and Motion - R&R Defendant's Mediation Brief	550.00	2:54	1,595.00	94,710.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/11/2021	No	Lapuyade Jean Claude Lapuyade	Legal Research - Cases/Statutes Asserted in Defendant's Brief	550.00	2:00	1,100.00	95,810.00
09/14/2021	No	Eduardo Garcia	Mediation- Full Day Mediation	400.00	10:00	4,000.00	99,810.00
09/14/2021	No	Jean Claude Lapuyade	Attended Mediation	550.00	10:00	5,500.00	105,310.00
09/16/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Post Mediation De Brief	550.00	1:06	605.00	105,915.00
09/29/2021	No	Jean Claude Lapuyade	Case Management - Drafted CMS	550.00	0:24	220.00	106,135.00
10/05/2021	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint Report	550.00	0:48	440.00	106,575.00
10/07/2021	No	Jean Claude Lapuyade	Case Management - Drafted PLA COA	550.00	0:18	165.00	106,740.00
10/08/2021	No	Jean Claude Lapuyade	Discovery - Reviewed and Analyzed Defendant's Post Mediation Damage Report	550.00	2:30	1,375.00	108,115.00
10/11/2021	No	Jean Claude Lapuyade	TCW Mediator Re Settlement	550.00	0:30	275.00	108,390.00
11/26/2021	No	Jean Claude Lapuyade	Case Management - Drafted CMS	550.00	0:24	220.00	108,610.00
12/02/2021	No	Jean Claude Lapuyade	Drafted Correspondence to Client w/ Timeline for Approval and Status	550.00	2:00	1,100.00	109,710.00
12/03/2021	No	Jean Claude Lapuyade	Drafted Tolling Agreement	550.00	0:54	495.00	110,205.00
12/29/2021	No	Jean Claude Lapuyade	Settlement- Settlement Agreement	550.00	1:12	660.00	110,865.00
12/30/2021	No	Jean Claude Lapuyade	Settlement - Individual SAR	550.00	2:36	1,430.00	112,295.00
12/30/2021	No	Jean Claude Lapuyade	Drafted, Revised and Edited Settlement Agreement	550.00	3:30	1,925.00	114,220.00
12/30/2021	No	Jean	Settlement- Class SAR	550.00	4:36	2,530.00	116,750.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade					
01/04/2022	No	Jean Claude Lapuyade	Settlement - Class SAR Revisions	550.00	1:12	660.00	117,410.00
01/13/2022	No	Jean Claude Lapuyade	Settlement - Revisions of SAR's per changes to MOU	550.00	0:36	330.00	117,740.00
01/17/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Settlement Agreement	550.00	1:18	715.00	118,455.00
01/17/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Settlement Agreements	550.00	2:12	1,210.00	119,665.00
01/21/2022	No	Jean Claude Lapuyade	Settlement - Finalized SARS, forwarded to OC.	550.00	0:18	165.00	119,830.00
02/09/2022	No	Jean Claude Lapuyade	Settlement - Review and Revised Settlement Agreement w/ Defense Comments	550.00	2:06	1,155.00	120,985.00
02/23/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC revisions to SAR and individual agreement	550.00	0:30	275.00	121,260.00
04/05/2022	No	Jean Claude Lapuyade	Case Management - Drafted Stip to Continue Hearing	550.00	1:12	660.00	121,920.00
04/05/2022	No	Jean Claude Lapuyade	Case Management - Drafted Stip to Stay	550.00	1:00	550.00	122,470.00
04/21/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re CMC	550.00	0:24	220.00	122,690.00
05/03/2022	No	Jean Claude Lapuyade	Legal Research - MPA Issues	550.00	1:06	605.00	123,295.00
05/31/2022	No	Jean Claude Lapuyade	Legal research for MPA	550.00	5:00	2,750.00	126,045.00
06/01/2022	No	Jean Claude Lapuyade	Law and Motion - draft motion for preliminary approval	550.00	3:00	1,650.00	127,695.00
06/06/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Edited and Revised MPA	550.00	4:48	2,640.00	130,335.00
06/07/2022	No	Jean Claude	Law and Motion - Draft MPA	550.00	4:47	2,630.83	132,965.83

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
06/17/2022	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Reviewed, Revised and Edited MPA	550.00	3:06	1,705.00	134,670.83
06/20/2022	No	Lapuyade Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client	550.00	1:36	880.00	135,550.83
07/07/2022	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Reviewed Defendant's Non- Oppo	550.00	0:30	275.00	135,825.83
07/11/2022	No	Lapuyade Jean Claude Lapuyade	Case Management - Drafted and Revised CMS	550.00	0:48	440.00	136,265.83
07/13/2022	No	Lapuyade Jean Claude Lapuyade	Casme Management - Drafted, Revised Joint CMS	550.00	0:54	495.00	136,760.83
07/25/2022	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Revise proposed order	550.00	1:00	550.00	137,310.83
07/27/2022	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Reviewed, Revised, Edited Approval Order	550.00	1:00	550.00	137,860.83
07/28/2022	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Revise proposed order per court's tentative	550.00	1:00	550.00	138,410.83
08/10/2022	No	Lapuyade Jean Claude Lapuyade	Settlement Admin - Emails to/from Admin Re Timeline	550.00	0:48	440.00	138,850.83
08/16/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Reviewed Mailing and Preliminary Calculations from Admin	550.00	1:06	605.00	139,455.83
08/18/2022	No	Lapuyade Jean Claude Lapuyade	Drafted Correspondence to Client Re Approval Timeline and Status	550.00	1:54	1,045.00	140,500.83
08/22/2022	No	Lapuyade Jean Claude Lapuyade	Case Management - Emails Re Data	550.00	0:12	110.00	140,610.83
10/04/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from Class Member DL	550.00	0:30	275.00	140,885.83
10/06/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Updated Address for ES	550.00	0:12	110.00	140,995.83
10/13/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	141,160.83

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
10/17/2022	No	Jean Claude Lapuyade	Settlement - TCW Putative Class Member MK	550.00	0:18	165.00	141,325.83
10/18/2022	No	Jean Claude Lapuyade	Settlement - TCW Class Member Sheraz	550.00	0:54	495.00	141,820.83
10/20/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	141,985.83
10/20/2022	No	Sydney Castillo-Johnson	Review admin report	300.00	0:30	150.00	142,135.83
10/20/2022	No	Sydney Castillo-Johnson	Email settlement admin to request weekly report	300.00	0:06	30.00	142,165.83
10/25/2022	No	Jean Claude Lapuyade	Law and Motion - draft P&As for MFA	550.00	3:39	2,007.50	144,173.33
10/25/2022	No	Sydney Castillo-Johnson	Legal Research for MFA	300.00	4:30	1,350.00	145,523.33
10/26/2022	No	Sydney Castillo-Johnson	Law and Motion - continue drafting MFA Papers	300.00	2:15	675.00	146,198.33
10/31/2022	No	Jean Claude Lapuyade	Legal Research - Motion for Fees Case Law Common Fund	550.00	2:54	1,595.00	147,793.33
11/02/2022	No	Sydney Castillo-Johnson	Legal research for fees motion	300.00	4:45	1,425.00	149,218.33
11/04/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Final Approval Motion	550.00	4:30	2,475.00	151,693.33
11/07/2022	No	Jean Claude Lapuyade	Law and Motion - draft motion for fees	550.00	5:00	2,750.00	154,443.33
11/07/2022	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MFA Comments	550.00	0:24	220.00	154,663.33
11/08/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Report	550.00	0:30	275.00	154,938.33
11/08/2022	No	Sydney Castillo-Johnson	Law and Motion - Review admin declaration	300.00	0:30	150.00	155,088.33
11/08/2022	No	Jean	Law and Motion - Emails to/from Admin Re Dec.	550.00	0:18	165.00	155,253.33

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade	ISO Approval				
11/08/2022	No	Sydney Castillo- Johnson	Law and Motion - revise MFA and motion for fees with admin dec information	300.00	1:00	300.00	155,553.33
Total for Kaur v. Aces (002-140)					291:44	\$155,553.33	

EXHIBIT F

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Kaur v. Aces (002-140)								
11/30/2020	Journal Entry	Nov. 2020 Postage		Copies for Nov. 2020	Client costs deferred	-Split-	28.20	28.20
11/30/2020	Journal Entry	Nov. 2020 Postage		Postage for Nov. 2020	Client costs deferred	-Split-	49.20	77.40
03/04/2021	Check	2414	Knox Attorney Services, Inc.	Invoice No. 4334944 Re: Filing Fee: Case Management Statement Declaration of Shani O. Zakay	Client costs deferred	US Bank-Checking - 4270	130.75	208.15
03/14/2021	Check	2421	File & Serve Express	Transaction ID: 66363686	Client costs deferred	US Bank-Checking - 4270	13.00	221.15
03/14/2021	Check	2418	First Mediation	Inv #23472	Client costs deferred	US Bank-Checking - 4270	4,000.00	4,221.15
03/31/2021	Journal Entry	Mar. 2021 Postage		Postage for Mar. 2021	Client costs deferred	-Split-	0.51	4,221.66
03/31/2021	Journal Entry	Mar. 2021 Postage		Copies for Mar. 2021	Client costs deferred	-Split-	0.80	4,222.46
10/17/2021	Check	2608	Econ One	Invoice No. 20645 - re: Professional Services	Client costs deferred	US Bank-Checking - 4270	1,221.25	5,443.71
10/18/2021	Check	2611	File & Serve Express	Invoice No. 202109692331201	Client costs deferred	US Bank-Checking - 4270	2.00	5,445.71
10/31/2021	Journal Entry	Oct 2021 Postage		Postage for Oct 2021	Client costs deferred	-Split-	2.20	5,447.91
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	Client costs deferred	-Split-	1.26	5,449.17
11/15/2021	Journal Entry	Sept 2022 Postage		Copies for Sep 2021	Client costs deferred	-Split-	1.80	5,450.97
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	Client costs deferred	-Split-	0.10	5,451.07
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	Client costs deferred	-Split-	1.10	5,452.17
06/22/2022	Expense		One Legal LLC	One Legal Order Number: 18411926 - Photocopy Charges Re: Notice of Motion, Motion for Preliminary Approval of Settlement, Declaration of JCL, Declaration of Zakay	Client costs deferred	Chase Card 7349	83.13	5,535.30
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	Client costs deferred	-Split-	0.10	5,535.40
07/10/2022	Expense		One Legal LLC	One Legal Order Number: 18499500 - Photocopies Re: Notice of Hearing Re: Motion for Preliminary Approval of Settlement	Client costs deferred	Chase Card 7349	83.13	5,618.53
07/11/2022	Expense		One Legal LLC	One Legal Order Number: 18411925 - Filing Fee Re: Notice of/to:, Motion Filed To/For, Declaration of	Client costs deferred	Chase Card 7349	12.87	5,631.40
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	Client costs deferred	-Split-	0.20	5,631.60
08/01/2022	Check	2900	Knox Attorney Services, Inc.	Invoice No. 4373876 - Filing Fee Re: Motion of Motion for Preliminary Approval of Class Action Settlement	Client costs deferred	US Bank-Checking - 4270	148.35	5,779.95
08/31/2022	Journal Entry	August 2022 Postage		Postage for August 2022	Client costs deferred	-Split-	0.57	5,780.52
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	Client costs deferred	-Split-	0.70	5,781.22
Total for Kaur v. Aces (002-140)							\$5,781.22	
TOTAL							\$5,781.22	

EXHIBIT G

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 \$100 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

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. She now sits on the Advisory Council with the Community Law Project.

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

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas 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 five 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

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

CLASS ACTION & REPRESENTATIVE CASES

- *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. Stetak 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);