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7 Attorneys for Plaintiff John Jadelrab on behalf of himself and all “aggrieved employees” pursuant
to Labor Code § 2698 *et seq.*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN MATEO**

11 JOHN JADELRAH, on behalf of himself
12 and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

13 Plaintiffs,

14 v.

15 CCFI, LLC, a Delaware limited liability
16 company, and DOES 1 through 10,
17 inclusive,

18 Defendants.

CASE NO: 22-CIV-00064

Assigned to the Hon. Marie S. Weiner, Dept. 2

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF UNOPPOSED MOTION
FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES, COSTS,
SERVICE AWARD, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
ENTERING JUDGMENT THEREON**

Date: January 31, 2023

Time: 2:00 PM

Dept.: 2

Complaint Filed: January 6, 2022

Trial Date: None

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

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

6 **Counsel’s Experience and Recommendation:**

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

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

13 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
14 Gaines, APLC. Our practice specializes in litigation, with an emphasis in employment disputes
15 like this one. Over 95% of my practice is devoted to complex employment litigation similar to the
16 instant action.

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

23 **Background and Procedural History**

24 6. On October 28, 2021, pursuant to Labor Code § 2699.3, Plaintiff gave written notice
25 by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified
26 mail, return receipt requested, to Defendant CCFI, LLC (“Defendant”) of the specific provisions of
27 the Labor Code alleged to have been violated, including the facts and theories to support the alleged
28

1 violation. On January 6, 2022, and after the LWDA declined to take action within the statutorily
2 permissible time with respect to Plaintiff's October 28, 2021 letter, Plaintiff filed his representative
3 action complaint in this Court.

4 7. A true and correct copy of the notice letter to the LWDA is attached hereto as
5 **Exhibit B.**

6 8. Defendant is a holding company for an array of subsidiaries that provide financial
7 services primarily to under-served consumers, including in San Mateo County, California, where
8 Plaintiff works.

9 9. Defendant has employed Plaintiff as a non-exempt employee since 2007. The
10 PAGA Members are all current and former non-exempt employees of Defendant employed in
11 California between October 28, 2020 and January 15, 2023, but excluding employees classified as
12 senior store managers, store managers, and assistant store managers who ended their employment
13 before March 8, 2021.

14 10. Plaintiff asserts claims that Defendant failed to pay Plaintiff and PAGA Members
15 by an instrument payable on demand and without discount, failed to provide legally compliant rest
16 periods, or compensation in lieu thereof, to Plaintiff and PAGA Members, failed to provide legally
17 compliant meal periods, or compensation in lieu thereof, to Plaintiff and PAGA Members, failed
18 to issue accurately itemized wage statements to Plaintiff and PAGA Members, and failed to pay
19 certain PAGA Members all wages due at the separation of their employment. Plaintiff asserts these
20 claims under PAGA, seeking civil penalties for the alleged Labor Code violations.

21 **Compliance with Procedural Requirements of PAGA:**

22 11. My office, on behalf of Plaintiff, submitted the PAGA Settlement Agreement (the
23 "Settlement Agreement"), together with this Motion and all supporting documents, to the LWDA
24 via online upload on January 4, 2023, concurrently with the filing of this Motion.
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27
28

1 **Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:**

2 12. My office engaged in targeted, informal discovery of Defendant's alleged Labor
3 Code violations, which specifically targeted evaluating the strength and value of the PAGA claims
4 in preparation for a resolution of this Action.

5 13. We obtained and reviewed multiple documents, including (i) Plaintiff's employee
6 file and wage statements, (ii) policy documents relating to the employment of Plaintiff and other
7 PAGA Members, and (iii) data relating to the number of alleged violations and the value of the
8 recoverable penalties, including time and payroll data.

9 14. Based on the information received, as well as through discussions with Defendant's
10 Counsel, my office was able to (i) determine the total number of distinct individuals falling within
11 the definition of "PAGA Member" for the relevant statutory period, and (ii) construct a damage
12 model that calculated the maximum realistic amount of PAGA penalties that could be levied against
13 Defendant within the PAGA Period based on employee timekeeping and payroll data produced by
14 Defendant. Defendant, however, disputed Plaintiff's claims and disputed both the existence of and
15 extent of liability as alleged by Plaintiff. Based on the information received, as well as through
16 discussions with Defendant's counsel, my office was able to ascertain (i) the size of the PAGA
17 Member group, (ii) the number of affected pay periods at issue among them, and (iii) the strength
18 of Plaintiff's claims.

19 15. On August 26, 2022 and October 17, 2022, the Parties participated in mediation
20 sessions with a respected mediator, Hon. Alan G. Perkins (Sac. County Sup. Ct., Ret.). During the
21 mediations, the Parties engaged in arm's-length negotiations and reached a resolution of the PAGA
22 claims asserted in this Action. The Parties jointly prepared and executed the Settlement Agreement
23 and Notice of PAGA Settlement Agreement and Release. A true and correct copy of the Settlement
24 Agreement and Notice is attached hereto as **Exhibit C**.

25 **Settlement Terms:**

26 16. Defendant represents there are approximately 2,868 alleged PAGA Members who
27 worked up to 18,952 aggregate pay periods during the PAGA Period.
28

1 17. All PAGA Members will receive a pro rata share of the \$56,412.34 allocated to
2 PAGA Members, which shall be distributed based on the number of pay periods each PAGA
3 Member worked for Defendant in California during the PAGA Period. Although these calculations
4 will not be made until after approval, a rough estimation of the value to the 2,868 individuals falling
5 within the definition of “PAGA Member” may be gleaned from the fact that an equal division
6 would provide about \$19.67 to each PAGA Member, net of payments to the LWDA, the Settlement
7 Administrator, attorney’s fees, and costs. The LWDA will be paid a substantial \$169,237.03.

8 18. Phoenix Settlement Administrators, a reputable settlement administration company,
9 has agreed to administer the settlement for no more than \$11,000, submitting a competitive bid.

10 19. This case addresses violations of important employee protections embodied in the
11 California Labor Code – namely, that Defendant failed to pay Plaintiff and PAGA Members by an
12 instrument payable on demand and without discount, in violation of Labor Code §§ 212 and 225.5,
13 failed to provide legally compliant rest periods, or compensation in lieu thereof, to Plaintiff and
14 PAGA Members, in violation of Labor Code § 226.7, failed to provide legally compliant meal
15 periods, or compensation in lieu thereof, to Plaintiff and PAGA Members, in violation of Labor
16 Code §§ 226.7, 512, and 558, failed to issue accurately itemized wage statements to Plaintiff and
17 PAGA Members, in violation of Labor Code §§ 226(a) and 226.3, and failed to pay certain PAGA
18 Members all wages due at the separation of their employment, in violation of Labor Code §§ 201-
19 202. Defendant’s maximum theoretical exposure in this Action, without stacking penalties, totals
20 approximately \$1,895,200 computed by multiplying 18,952 aggregate pay periods by \$100 each.

21 20. Defendant contends it acted within the requirements of California law at all times
22 as to all PAGA Members. For example, Defendant contends that employees have the voluntary
23 option to receive their wages in pre-paid visa debit cards that provide employees with immediate,
24 on-demand access to all of their wages without any fees charged. Defendant also contends that the
25 company has compliant meal and rest break practices, as evidenced by daily attestation practices
26 that enable employees to confirm that they received compliant meal and rest break opportunities,
27 and additional such attestations on a pay period basis. Defendant further contends that not every
28

1 pay period at issue involved an alleged Labor Code violation subject to civil penalties. Moreover,
2 it maintained that even if the Court did award penalties, the Court could and would substantially
3 reduce the penalties awarded based on the discretionary factors contained in Labor Code §
4 2699(e)(2).

5 21. Based on these disputes, which had the potential to completely eliminate Plaintiff's
6 recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim was defined
7 by a "maximum possible liability" amount of approximately \$1,895,200 and a net-zero recovery
8 based on the defenses asserted by Defendant. Notwithstanding the existence of such issues, the
9 Settlement achieves a significant benefit – approximately 20% recovery of the maximum possible
10 liability. As such, this factor weighs very heavily in favor of resolution by way of the compromise
11 set forth in the Settlement.

12 **Attorneys' Fees:**

13 22. My office is submitting an attorney fee request of one-third of the Gross Settlement
14 Amount (\$128,334). Based on a projected final lodestar of \$72,325, this yields a "multiplier" of
15 approximately 1.77 over the \$128,334 fee request. The billing rates used to compute the lodestar
16 are reasonable in view of the evidence submitted herewith. A true and correct copy of my firm's
17 time-task chart is attached hereto as **Exhibit D**.

18 23. As detailed in the first few paragraphs of this declaration, I have practiced law in
19 California since 2007 and most of that time has been dedicated exclusively to representing
20 employees in wage and hour matters, many of which have been litigated and resolved in the PAGA
21 and class action contexts. My reasonable hourly rate is \$650; this rate has been approved by judges
22 throughout California over the past year.

23 24. Mr. Katofsky is a highly skilled and experienced litigator with 23 years of
24 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of
25 Law. His hourly rate of \$700 reflects his extensive experience and education and comports to the
26 market rate. This rate has been approved by judges throughout California over the past year.

1 25. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of Law.
2 He graduated from the University of California, Santa Barbara in 2005. Evan has substantial
3 experience litigating wage and hour cases in California. His proffered hourly rate of \$575 has been
4 approved by judges throughout California over the past year.

5 26. This case was taken on a contingency basis with the real risk that my office would
6 receive no compensation whatsoever for our efforts. The potential costs which we can be required
7 to advance in wage and hour representative actions like this one are substantial. Furthermore, as
8 described above, my firm has extensive experience in representative action litigation, particularly
9 in the employment context, and as detailed herein, the PAGA Members and the State of California
10 reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

11 27. This Court can undoubtedly appreciate that litigating a representative action case in
12 dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the
13 plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk in
14 the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency
15 basis with the real risk that my office would receive no compensation whatsoever for our efforts.
16 The potential costs which we can be required to advance in wage and hour actions like this one are
17 substantial.

18 28. Notwithstanding the existence of issues having the potential to eliminate recovery
19 on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds typical
20 PAGA awards routinely approved by the courts, but it also recovers monies for PAGA Members
21 which they otherwise would not receive.

22 29. Representative action work also requires specialized learning and the willingness to
23 take large risks. My office has extensive experience in wage and hour representative action
24 litigation, particularly in the employment context, as detailed herein.

25 30. Furthermore, as described above, the PAGA Members and the State of California
26 reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.
27

1 31. A small firm like ours can only properly litigate a limited number of cases at one
2 time. The requirements of this case were significant. Had we not reached a settlement with
3 Defendant, the demands of this case would have required a significant portion of our resources.
4 We were precluded from taking other employment cases due to the demands of litigating this case.

5 **Counsel's Costs:**

6 32. My firm's total costs are \$10,016.63 and include, among other expenses, filing fees,
7 mediation fees, expert analysis fees, service of process fees, and other charges typical of litigation
8 of this nature. A true and correct copy of an itemized list of costs incurred by my firm in this action
9 is attached hereto as **Exhibit E**. These costs were reasonably incurred in litigating this matter.

10 **Plaintiff's General Release Payment:**

11 36. The Parties have agreed that Plaintiff will be paid a service award payment in the
12 amount of \$10,000. This payment is intended to recognize the time and effort that Plaintiff spent
13 on behalf of other PAGA Members and the State and compensates him for his general release of
14 all claims against Defendant, a release far broader than that of all other PAGA Members.

15 37. Without Plaintiff's efforts, there would be no recovery at all. The requested award
16 is appropriate to compensate Plaintiff for the risk and expense he incurred in conferring a benefit
17 on other of Defendant's employees and the State of California. As a result of the named Plaintiff's
18 efforts, PAGA Members will receive monetary settlement payments, and the State of California
19 will receive \$169,237.03 to be put toward education about and enforcement of California's labor
20 laws.

21 38. Plaintiff is also entering into a full general release against Defendant and the
22 Released Parties, which is far broader than the release by other PAGA Members. Specifically,
23 PAGA Members are releasing only limited PAGA civil penalty claims, while Plaintiff is releasing
24 all claims which he asserts or could assert against Defendant. His individual wage and hour claims
25 are valued at no less than \$56,697.10. A true and correct copy of Plaintiff's individual damage
26 model is attached hereto as **Exhibit F**. No other PAGA Member is subject to this broad form of
27 release.
28

39. This broad release by Plaintiff was negotiated (and necessary) to resolve the Action. Plaintiff threatened to assert his individual claims and Defendant required that they be resolved in connection with the resolution of the Action. Without the resolution and release of Plaintiff's individual claims, litigation would continue in a piecemeal fashion. Defendant is buying peace with this settlement, such that its objectives would not be achieved absent the general release.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 4th day of January, 2023 at Westlake Village, California.


DANIEL F. GAINES

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

GAINES & GAINES

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October 28, 2021

Labor & Workforce Development Agency
By online submission

CCFI, LLC
5165 Emerald Parkway, Suite 100
Dublin, OH 43017

Via Certified Mail # 70190700000201201442

CCFI, LLC's Agent for Service of Process
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Via Certified Mail # 70190700000201201459

Re: ***Labor Code Violations of CCFI, LLC – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents John Jadelrab, a former non-exempt California employee of CCFI, LLC (hereinafter, "Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

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

Our client alleges that Defendant paid him and Aggrieved Employees with pay cards. Our client, however, was unable to obtain all of his wages at once without incurring any fees, in violation of Labor Code § 212, which requires wages to be negotiable and payable in cash, on demand, without discount at an established place of business in the state. Indeed, our client had to pay a fee each time he obtained cash from his paycard and was unable to retrieve all the money from his paycard at one time. What's more, Defendant would charge our client a fee to retrieve funds from his pay card such that it was less expensive to use an ATM machine instead, which he routinely did. Labor Code § 225.5 provides for penalties for violations of Labor Code § 212. This is alleged on behalf of all Aggrieved Employees of Defendant.

Defendant failed to pay premium wages to its non-exempt Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 4-2001. Our client and all other non-exempt Aggrieved Employees were routinely unable, and not authorized, to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Our client and non-

exempt Aggrieved Employees were simply denied rest periods altogether (especially for shifts when they were the sole working employee) and were rarely, if ever, paid premium rest period wages in lieu thereof. This violates Labor Code § 226.7 and IWC Wage Order 4-2001.

Defendant failed to pay premium wages to its non-exempt Aggrieved Employees who were denied meal periods, in violation of Labor Code §§ 226.7, 512 and 558 and IWC Wage Order 4-2001. Our client and all other non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked of five or more hours in duration, but were not paid premium wages of one hour's pay for each missed meal period. This violates Labor Code §§ 226.7, 512 and 558 and IWC Wage Order 4-2001.

Defendant failed to provide our client and all other of its non-exempt Aggrieved Employees wage statements that fully and accurately itemize the requirements set forth in Labor Code § 226(a). As our client and other non-exempt Aggrieved Employees were not paid all wages due during the course of their employment, as detailed above, the wage statements issued by Defendant fail to state thereon the correct gross wages earned, in violation of Labor Code § 226(a)(1) and net wages earned, in violation of Labor Code § 226(a)(5).

Our client further alleges that Defendant paid certain Aggrieved Employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As a result of Defendant's failure to pay all wages as detailed above, at the time of certain Aggrieved Employees separation from their employment, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203. Our client alleges this on behalf of certain Aggrieved Employees no longer employed by Defendant.

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

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

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :

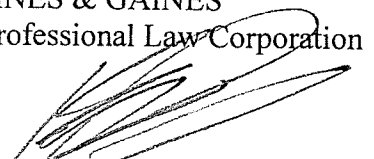

EVAN S. GAINES

EXHIBIT C

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff John Jadelrab (“Plaintiff”) and Defendant CCFI, LLC (“CCFI”). The Agreement refers to Plaintiff and CCFI collectively as the “Parties,” or individually as “Party.”

DEFINITIONS

1. “Action” means the Complaint, *Jadelrab v. CCFI, LLC*, (Case No. 22-CIV-00064) (Superior Court of California, County of San Mateo) that was filed on January 6, 2022, and the related PAGA Letter filed on October 28, 2021.
2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
4. “Complaint” means the Complaint, *Jadelrab v. CCFI, LLC*, (Case No. 22-CIV-00064) (Superior Court of California, County of San Mateo) that was filed by the Plaintiff on January 6, 2022.
5. “Court” means the Superior Court of California, County of San Mateo.
6. “Defendant” means CCFI, LLC.
7. “Defense Counsel” means Ogletree Deakins.
8. “Effective Date” of this Agreement means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order approving the PAGA settlement, and (b) the Court's Judgment is Final. Final shall mean the latest of: (i) if no objections are made to the Settlement, the date the Court enters the Judgment; (ii) if an objection is made to the Settlement, and if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; (iii) if an objection is made to the Settlement, and if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iv) if an objection is made to the Settlement, and if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

9. “Gross Settlement Amount” means \$385,000 which is the total amount CCFI agrees to pay under the Settlement except as provided in the “Modification of the Gross Settlement Amount” section herein. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Service Award, and the Administrator’s Expenses Payment. The Parties agree to allocate 100% of the Gross Settlement Amount to civil penalties, attorneys’ fees, and costs and thus not to wages.
10. The “Hernandez Action” case is the prior PAGA action filed against CCFI, LLC, that was entitled *Alfonso Hernandez v. CCFI, LLC*, Case No. 19STCV08383, Superior Court, County of Los Angeles. The Hernandez Action involved the same claims asserted in this Action, and was settled for all non-exempt manager employees in California who were employed at any time from January 6, 2018 until March 8, 2021 and who held the job titles of senior store manager, store manager, and assistant store manager. All pay periods settled in the Hernandez Action are excluded from this Action.
11. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Fund calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.
12. “Judgment” means the judgment entered by the Court approving this Settlement.
13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
14. “LWDA PAGA Payment” means the 75% of the PAGA Fund paid to the LWDA under Labor Code section 2699, subd. (i).
15. “Net Settlement Amount” or “PAGA Fund” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) the Service Award, (b) the PAGA Counsel Fees Payment, (c) the PAGA Counsel Litigation Expenses Payment, and (d) the Administration Expenses Payment. The remaining Net Settlement Amount is the PAGA Fund, which is allocated 75% to the LWDA PAGA Payment and 25% to the PAGA Members as Individual PAGA Payments.
16. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

17. “PAGA Counsel” means Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, the attorneys representing the Plaintiff in the Action.
18. “PAGA Counsel Fees Payment” is the amount allocated to PAGA Counsel for payment of reasonable attorneys’ fees incurred to prosecute the Action.
19. “PAGA Counsel Litigation Expenses Payment” is the amount that the Court approves to be paid to PAGA Counsel for their reasonable, documented expenses subject to proof of costs by PAGA Counsel.
20. “PAGA Members” means all current and former non-exempt employees of the CCFI employed in California during the PAGA Period, but excluding employees classified as senior store managers, store managers, and assistant store managers who ended their employment before March 8, 2021.
21. “PAGA Member Data” means PAGA Member identifying information in CCFI’s possession, including the PAGA Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods that apply to each PAGA Member within the PAGA Period.
22. “PAGA Member Address Search” means the Administrator’s investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.
23. “PAGA Notice” mean the PAGA Notice filed with the LWDA on October 28, 2021 providing notice pursuant to Labor Code section 2699.3, subd.(a).
24. “PAGA Period” means from October 28, 2020 to the earlier of (i) the date that the Court grants approval of the Settlement, or (ii) January 15, 2023.
25. “Pay Period” means the regular periods of time within the PAGA Period when PAGA Members received their regular pay checks for any amount of work performed for CCFI during the pay period, but excluding pay periods worked by senior store managers, store managers, and assistant store managers between October 28, 2020 and March 8, 2021.
26. “Plaintiff” means the named Plaintiff in this Action, John Jadelrab.
27. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in the “Released PAGA Claims” section below.

28. “Released Parties” means the Defendant, CCFI, LLC, and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parents, subsidiaries, affiliates, divisions, predecessors, assigns, and successors, including its successor CCFI Companies, LLC.
29. “Service Award” is the amount from the Gross Settlement Amount that the Court approves to be paid to the individual Plaintiff Jadelrab in exchange for a general release of claims against the Released Parties (as defined herein), including a release of unknown claims under Civil Code section 1542.
30. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

RECITALS

31. On October 17, 2022, the Parties participated in a mediation that resulted in this Agreement to settle the Action.
32. Prior to the mediation, CCFI provided the Plaintiff a random sample of timekeeping and payroll data of the PAGA Members, as well as the documents reflecting CCFI’s policies and practices related to Plaintiff’s allegations in the Complaint and in the PAGA Notice.
33. The Parties, PAGA Counsel, and Defense Counsel all represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
34. On October 28, 2021, Plaintiff John Jadelrab filed his PAGA Notice with the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
35. On January 6, 2022, Plaintiff filed his Complaint, *Jadelrab v. CCFI, LLC*, (Case No. 22-CIV-00064) (Superior Court of California, County of San Mateo).
36. CCFI denies Plaintiff’s allegations, including his allegations in the PAGA Notice and in the Complaint. CCFI denies any failure to comply with the Labor Code identified in the Notice and in the Complaint, and denies any and all liability for the claims alleged.

MONETARY TERMS

37. Gross Settlement Amount. Except as otherwise provided in the “Modification to Gross Settlement Amount” section herein, CCFI promises to pay three-hundred eighty-five thousand dollars (\$385,000), and no more, as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to CCFI.
38. Modification to Gross Settlement Amount. At the mediation, Defense Counsel represented that the amount of total Pay Periods for the period between October 28, 2020 and August 26, 2022 (the “Relevant Period”) is 18,952, which does not include the pay periods that were already covered by the prior PAGA settlement in the Hernandez Action. If the actual pay periods during the Relevant Period are validated by the Settlement Administrator to be more than 10% higher (more than 20,847 Pay Periods) then the Parties agree that the Gross Settlement Amount shall increase by \$20.31 for every Pay Period that is more than 20,847. For example, if the actual number of Pay Periods is 20,850, then the Gross Settlement Amount will increase by \$60.93.
39. Payments to PAGA Counsel from the Gross Settlement Amount. If approved by the Court, the Administrator will make the following payments to PAGA Counsel from the Gross Settlement Amount: (a) the PAGA Counsel Fees Payment not more than \$128,334, and (b) the PAGA Counsel Litigation Expenses Payment of not more than \$12,000. CCFI will not oppose requests by PAGA Counsel for Court approval of these payments. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment that is less than the amounts requested, the Administrator will allocate the remainder to the PAGA Fund. Released Parties shall have no liability to PAGA Counsel or to any other Plaintiff’s Counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and holds harmless and indemnifies CCFI from any dispute or controversy regarding any division or sharing of any of these Payments. PAGA Counsel may not withdraw from this Settlement if the Court approves a lower amount of attorneys’ fees or litigation costs than requested.
40. To the Administrator: If approved by the Court, the Administrator shall receive an Administrator Expenses Payment not to exceed \$11,000, except for a showing of good cause to the Court for more than this amount. To the

extent that the Administration Expenses are less or the Court approves payment of less than \$amount, then the Administrator will retain the remainder in the PAGA Fund.

41. Service Award to Plaintiff Jadelrab: If approved by the Court, Plaintiff Jadelrab shall receive a Service Award not to exceed \$10,000, to be paid out of the Gross Settlement Amount. CCFI will not oppose a request by Plaintiff Jadelrab for Court approval of this Service Award, which compensates him for a full general release of claims against CCFI and the Released Parties. Plaintiff may not withdraw from this Settlement if the Court approves a lower amount for the Service Award than requested.
42. To the LWDA and PAGA Members: The Administrator shall allocate \$223,666 to the PAGA Fund, with 75% (\$167,749.50) allocated to the LWDA PAGA Payment, and 25% (\$55,916.50) allocated to the Individual PAGA Payments.
43. Calculation of the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of the PAGA Fund by the total number of Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's Pay Periods during the PAGA Period. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

SETTLEMENT FUNDING AND PAYMENTS

44. PAGA Member Data. Within twenty (20) days after the Effective Date of this Settlement, CCFI will deliver the PAGA Member Data (the "Data") to the Administrator in the form of a Microsoft Excel spreadsheet. The Data shall include each PAGA Member's full name, last known address, dates of employment, and the total number of Pay Periods worked for each PAGA Member during the PAGA Period. To protect the privacy rights of PAGA Members, the Administrator must maintain the Data in confidence and use it only for purposes of this Settlement and for no other purpose. The Administrator will restrict access to the Data to Administrator employees who need access to the Data to effect and perform under this Settlement. Data about the PAGA Members will be provided to the Settlement Administrator only, and shall be kept confidential by the Settlement Administrator, except as required to administer the Settlement.
45. Funding of Gross Settlement Amount. CCFI shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

46. Payments from the Gross Settlement Amount. Within fourteen (14) days after CCFI funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Service Award, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursements to PAGA Counsel shall not precede disbursement of Individual PAGA Payments.
47. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
48. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided, or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, as requested by the PAGA Member prior to the void date.
49. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.
50. The payment of Individual PAGA Payments shall not obligate CCFI to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

RELEASES OF CLAIMS

51. Plaintiff' Releases. Effective on the date when CCFI fully funds the entire Gross Settlement Amount, Plaintiff Jadelrab – and his respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns -- generally releases and discharges CCFI and the Released Parties from all claims, transactions, or occurrences to the fullest extent such

claims are releasable under the law, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and in the PAGA Notice (“Plaintiff’s Release”). Plaintiff acknowledges that he may discover facts, law, or claims that are different from, or in addition to, the facts, law, or claims that Plaintiff has alleged, now knows, or believes to be true, but Plaintiff agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiff may later discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with CCFI, and to the fullest extent of the law.

52. Release by PAGA Members: Effective on the date when CCFI fully funds the entire Gross Settlement Amount, Plaintiff, as a representative of the State of California and on behalf of the Labor & Workforce Development Agency (LWDA) and the PAGA Members, fully and finally releases the Released Parties from all claims seeking civil penalties and other relief under the PAGA that arose during a Pay Period and are alleged in, or that could have been alleged based on the facts alleged in, the Action including, without limitation, the following claims to the fullest extent such claims are releasable by law:

52.1. All PAGA claims for civil penalties and other relief under the PAGA for failure to provide compliant meal periods and to pay premium wages.

52.2. All PAGA claims for civil penalties for failure to provide compliant rest breaks and to pay premium wages.

52.3. All PAGA claims for civil penalties, including under section 225.5 of the Labor Code, for failure to provide the required form for payment of wages in

violation of Section 212 of the Labor Code, including for any alleged violations related to the use of pay cards.

52.4. All PAGA claims for civil penalties for failure to provide complete and accurate wage statements, including, without limitations, for violations of any and all of subparts (1)-(9) of Labor Code section 226(a), including all claims alleging that wage statements lacked accurate information on meal and rest break premium wage payments.

52.5. All PAGA claims for civil penalties for failure to timely pay all final wages, including, without limitation, minimum and overtime wages earned, and meal and rest break premium wages.

53. Release by PAGA Counsel: PAGA Counsel, on behalf of their present and former attorneys, employees, agents, successors and assigns, release the Released Parties from all claims for attorneys fees and costs related to the Action.

MOTION FOR APPROVAL OF SETTLEMENT

54. Joint Responsibilities of Defense and PAGA Counsel. PAGA Counsel is responsible for drafting the Motion for Approval. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
55. Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

SETTLEMENT ADMINISTRATION

56. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a

condition of appointment, agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

57. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
58. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
59. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

CONTINUING JURISDICTION OF THE COURT

60. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
61. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

ADDITIONAL PROVISIONS

62. No Publicity. Prior to approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to obtain approval. Before or after approval, Plaintiff and Plaintiff’s Counsel shall not issue a press release, hold a press conference, publish information about the Settlement, or otherwise

publicize the Settlement. However, Plaintiff's Counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a representative action basis for the purpose of detailing the experience of counsel. Plaintiff and his Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

63. Representation. PAGA Counsel represents that they do not currently represent any current or former employees of the Defendant in connection with any other filed or anticipated claims, charges, grievances, or complaints against Defendant. Plaintiff's Counsel also represents that they have not used any information obtained in the Action to solicit or assist any other persons or attorneys to commence a claim or proceeding against Defendant.
64. Subsequent Mediation. If this Settlement is not approved by the Court, the Parties agree to attend mediation again in an effort to reach a settlement that will gain Court approval.
65. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by CCFI that any of the allegations in the Complaint or in the PAGA Notice have merit or that CCFI has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that CCFI's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, CCFI reserves all available defenses to the claims in the Action, and Plaintiff reserve the right to contest CCFI's defenses. This Settlement Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
66. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
67. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and CCFI, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

68. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and/or submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
69. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
70. No Tax Advice. Neither Plaintiff, PAGA Counsel, CCFI nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
71. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
72. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
73. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
74. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
75. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

76. Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by CCFI in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, and upon demand by Defendant, Plaintiff shall destroy all paper and electronic versions of PAGA Member Data received from CCFI unless, prior to the Administrator's payment of all Settlement Funds, CCFI makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Member Data.
77. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
78. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
79. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:
- To Plaintiff: Daniel F. Gaines, Gaines & Gaines, APLC, 4550 E. Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362
- To CCFI: Michael J. Nader, Ogletree Deakins, 500 Capitol Mall, Suite 2500, Sacramento, CA 95814.
80. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
81. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement

that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff John Jadelrab

Date

Daniel F. Gaines
Plaintiff's Counsel

Date

Bridgette C. Roman
Bridgette Roman
Authorized Agent for Defendant

12/21/22

Date



Ogletree Deakins
Michael J. Nader
Paul M. Smith
Counsel for CCFI Corporation

December 19, 2022

Date

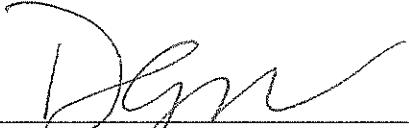
that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.



Plaintiff John Jadelrab

12 / 19 / 2022

Date



Daniel F. Gaines
Plaintiff's Counsel

12/19/2022

Date

Bridgette Roman
Authorized Agent for Defendant

Date

Ogletree Deakins
Michael J. Nader
Paul M. Smith
Counsel for CCFI Corporation

Date

Notice of PAGA Settlement Agreement and Release

[Address]

RE: Settlement Payment

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Jadelrab v. CCFI, LLC*, (Superior Court of California, County of San Mateo, Case No. 22-CIV-00064). This lawsuit was filed against CCFI, LLC (“the Defendant” or “CCFI”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. (the “PAGA”).

The lawsuit was brought on behalf of the State of California and all similarly situated “aggrieved employees” of the Defendant for civil penalties for CCFI’s alleged failure to pay wages earned, failure to provide the required form for the payment of wages, the failure to provide meal and rest breaks or pay related premiums, the failure to provide accurate itemized wage statements, and the failure to timely pay all final wages.

CCFI denies that it has done anything wrong or that it owes any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay an amount of money categorized as PAGA penalties. Under the PAGA statute, these penalties are divided between the State and the employees. As a result of this settlement, the State’s and your ability to seek penalties recoverable under the PAGA for the claims described above have been settled.

The settlement group includes all current and former non-exempt employees of CCFI employed in California during the PAGA Period, but excluding employees classified as senior store managers, store managers, and assistant store managers who ended their employment before March 8, 2021. The “PAGA Period” is the period of time covered by the settlement and release of claims is from October 28, 2020 to [DATE].

You have been identified as a member of the settlement group. Enclosed is a check in the amount of \$(amount). The check represents your share of the settlement for PAGA civil penalties. The check will expire 180 calendar days from the date it was issued. After the 180-day period, the administrator will send any unclaimed funds to the State of California Unclaimed Property Fund, to be held in your name.

If you have any questions, you can contact the settlement administrator at [add contact information].

Sincerely,

[Administrator]

EXHIBIT D

Jadelrab v. CCFI, LLC
Attorney Time/Task

Task	Daniel F. Gaines, Esq. \$650/hr	Alex P. Katofsky, Esq. \$700/hr	Evan S. Gaines, Esq. \$575/hr
Pre-Lawsuit interviewing, investigation and research re Defendant and claims; Research re: defenses to action	1.1	10.0	2.5
Draft LWDA compliance Letter; Review, revise, mail, and submit LWDA Letter; Communications with Client re same	1.5		1.9
Draft and file PAGA Complaint and related research; Review client's employee file, prepare digest, and send data to expert for analysis; Communications with Client re same	3.6		4.2
Communications with Defense Counsel re Motion to Strike Specific Claims; Research re same	3.9	3.6	
Review Case Management Order #1; Prepare Notice of Order #1 and Paying Complex Fees; Prepare case management statement; Attend Case Management Conference	2.2	1.4	1.8
Communications with Defense Counsel re Stipulations to Stay Action Pending Mediation; Review and revise Stipulation	2.3		1.3
Prepare mediation informal discovery letter and related communications with Defense Counsel and Client	1.5		2.0
Review and preparation for mediation; Related legal research; Review Defendant's informal document production, Prepare mediation brief, damage model, and related exhibits; Communications with Client and Expert re damage analysis	6.1		2.5
Attend two mediations via Zoom with Hon. Perkins; Communications with Client re mediation	10.1	9.1	0.6
Research, review, and preparation of MOU and PAGA settlement agreement and PAGA notice and other exhibits; Further communications and discussions with Defense Counsel and Client re same	3.9	0.5	1.1
Prepare Joint Mediation Status Conference Report			1.2

Jadelrab v. CCFI, LLC
Attorney Time/Task

Task	Daniel F. Gaines, Esq. \$650/hr	Alex P. Katofsky, Esq. \$700/hr	Evan S. Gaines, Esq. \$575/hr
Communications with Client re settlement; Drafting of motion for PAGA approval and related exhibits and documents and related communications with Defense Counsel	8.7		2.5
Estimated time required for related administration work and uploading of documents to LWDA; Prepare for and attend PAGA Approval hearing and related communications with Defense and Client	10.0	10.0	
Total Hours:	54.9	34.6	21.6
Total Lodestar Per Attorney:	\$35,685.00	\$24,220.00	\$12,420.00
Total All Attorneys:	111.1	\$72,325.00	

EXHIBIT E

John Jadelrab v. CCFI, LLC
Gaines Gaines, APLC Counsel's Costs

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Filing fees (including related attorney service expenses)	\$ 1,839.04
Expert analysis fee	\$ 1,250.00
Mediation fee	\$ 6,752.59
Future estimated expenses -	\$ 175.00
• <i>Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$20.00</i> • <i>Courtesy copy delivery fees to department of Motion for PAGA Approval via One Legal - \$120.00</i> • <i>Postage for mailing Motion for PAGA Approval - \$10.00</i> • <i>Filing fees and One Legal Service fees for Notice of Entry of Order once PAGA Order signed (will be filed via One Legal) - \$20.00</i> • <i>Postage for mailing Notice of Entry of Order - \$5.00</i>	
TOTAL EXPENSES	\$ 10,016.63

EXHIBIT F

Jadelrab v. CCFI, LLC
John Jadelrab Individual Damage Model

Assumptions

January 6, 2018 - present Dates of employment during 4 Year Statute of Limitations ("SOL")
1,300 Total estimated number of shifts worked by Plaintiff during 4 Year SOL (130 bi-weekly pay periods x 10 estimated shifts per biweekly period)
130 Total number of bi-weekly pay periods worked by Plaintiff during 4 Year SOL
\$19.07 Plaintiff's hourly rate during 4 Year SOL

Labor Code 226.7 - Failure to Provide Rest Periods

1,300 Total estimated number of shifts worked by Plaintiff during 4 Year SOL (130 bi-weekly pay periods x 10 estimated shifts per biweekly period)
\$19.07 Plaintiff's hourly rate during 4 Year SOL
100% Violation rate (estimated)
\$24,785.15 Total Rest Period Premium Wages

Labor Code 226.7/512 - Failure to Provide Meal Periods

1,300 Total estimated number of shifts worked by Plaintiff during 4 Year SOL (130 bi-weekly pay periods x 10 estimated shifts per biweekly period)
\$19.07 Plaintiff's hourly rate during 4 Year SOL
100% Violation rate (estimated)
\$24,785.15 Total Meal Period Premium Wages

Labor Code 203 - Waiting Time Penalties

\$152.56 average daily wage for Plaintiff (\$19.07/hr x 8 hours)
30 days x \$152.56/average daily wage
\$4,576.80 Total Waiting Time Penalties

Labor Code 226(e) - Wage Statement Penalties

26 Total number of bi-weekly pay periods worked by Plaintiff during 1 Year SOL
\$50 per initial violation (1 x \$50) and \$100 per subsequent violation (25 x \$100)
\$2,550.00 Total Wage Statement Penalties

\$56,697.10 TOTAL PENALTIES AND WAGES, EXLUDING ATTORNEYS' FEES & COSTS