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Attorneys for Plaintiff JUNE STAHR

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF YOLO**

JUNE STAHR, individually, and on behalf of  
other aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

CUBESMART, a Maryland corporation; and  
DOES 1 through 100, inclusive,

Defendants.

Case No. CV2021-2142

**DECLARATION OF JEAN-CLAUDE  
LAPUYADE, ESQ. IN SUPPORT OF  
PLAINTIFF'S MOTION TO APPROVE  
PAGA SETTLEMENT**

Hearing Date: January 28, 2025

Hearing Time: 9:00 AM

Judge: Hon. Samuel T. McAdam

Dept.: 14

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of  
3 record for Plaintiff JUNE STAHR (“Plaintiff”) in this matter. As such, I am fully familiar with the  
4 facts, pleadings and history of the matter. The following facts are within my own personal knowledge,  
5 and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff’s Motion to Approve PAGA  
7 Settlement with Defendant CUBESMART (“Defendant”).

8 3. A true and correct copy of the fully executed PAGA Settlement Agreement  
9 (“Agreement”) is attached hereto as **Exhibit #1**. Attached as **Exhibit “A”** to the Agreement is a true  
10 and correct copy of the proposed Notice of Settlement.

11 4. A true and correct copy of Plaintiff’s October 1, 2021, PAGA Notice is attached hereto  
12 as **Exhibit #2**.

13 5. A true and correct copy of the January 6, 2025, proof of filing of Motion to Approve  
14 PAGA Settlement with the LWDA is attached hereto as **Exhibit #3**.

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of  
16 January 6, 2025, is attached hereto as **Exhibit #4**.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of  
18 January 6, 2025 is attached hereto as **Exhibit #5**.

19 8. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as  
20 **Exhibit #6**.

21 9. A true and correct copy of a bid from Apex Class Action LLC, the Parties’ Administrator,  
22 is attached hereto as **Exhibit #7**.

## 23 INTRODUCTION

24 10. An objective evaluation of the proposed Settlement confirms that the relief negotiated on  
25 behalf of the Aggrieved Employees and the LWDA is fair and reasonable. The Settlement is a product  
26 of informed, adversarial, and non-collusive and mediated negotiations between experienced counsel.  
27 As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval.  
28

1 Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of the  
2 Agreement.

### 3 **PROCEDURAL AND FACTUAL BACKGROUND**

4 11. On October 1, 2021, Plaintiff served Defendant and the LWDA with a Notice of  
5 Violations (“PAGA Notice”) and draft complaint memorializing claims against Defendant for alleged  
6 violations of the California Labor Code, including California Labor Code sections 201, 202, 203, 204,  
7 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC  
8 Wage Orders including inter alia, Wage Orders 4-2001, 5-200 I, and 9-2001. (LWDA Case Number  
9 LWDA-CM-847034-21).

10 12. Following Plaintiff’s submission of the PAGA Notice, the 65-day “waiting period” on  
11 Plaintiff’s right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without  
12 the LWDA notifying Plaintiff that it intended to investigate the claims in the PAGA Notice. To date,  
13 the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the  
14 PAGA Notice.

15 13. On December 6, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court  
16 of the State of California, County of Yolo, Case No. CV2021-2142, alleging a single cause of action  
17 for Violations of the Private Attorneys General Act (Labor Code §2698) (“the Action”).

18 14. On September 9, 2022, Defendant filed a Motion to Compel Arbitration of Plaintiff’s  
19 Individual PAGA Claims. On October 7, 2022, the Court ruled that Defendant met its burden of showing  
20 that Plaintiff electronically signed the arbitration agreement in question, but that all issues regarding the  
21 validity, enforceability, and scope of the arbitration agreement were subject to determination by an  
22 arbitrator. On May 25, 2023, Plaintiff filed a demand for arbitration with JAMS against Defendant,  
23 JAMS case reference number 5220003356 (the “JAMS Arbitration”). On October 6, 2023, Defendant  
24 filed a motion regarding the enforceability of the arbitration agreement in the JAMS Arbitration.  
25 Plaintiff opposed this motion. Before the arbitrator issued a decision on the enforceability of the  
26 arbitration agreement, the Parties agreed to mediate the Action and the JAMS Action.

27 15. On September 3, 2024, the Parties attended a full-day mediation with experienced wage  
28 and hour class and PAGA action mediator, Steven Serratore, Esq. In advance of the mediation,

1 Defendant provided Plaintiff with sufficient information to properly evaluate Defendant's liability  
2 exposure for civil penalties to the PAGA Employees. The data and documents Defendant produced  
3 included, among other things, the total number PAGA Employees and pay periods, written wage and  
4 hour policies, employee handbooks, and a 40% sample of time and payroll records for the PAGA  
5 Employees.

6 16. The mediation concluded without a settlement. However, Mr. Serratore presented a  
7 mediator's proposal, which was accepted by the Parties and later memorialized in a Memorandum of  
8 Understanding executed by the Parties ("MOU"). After reaching an agreement in principle, the Parties  
9 drafted and negotiated a long-form Settlement which is the subject of the instant motion. The Settlement  
10 was negotiated in light of all known facts and circumstances and the uncertainty associated with  
11 litigation – including the risk of Plaintiff not being able to maintain representative claims, the difficulty  
12 of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the  
13 significant delay and potential appellate issues inherent to litigation – and was reached after extensive  
14 arm's length negotiations, with the assistance of the mediator.

15 17. The Settlement is intended to fully and finally resolve the Released PAGA Claims  
16 asserted by Plaintiff on behalf of the PAGA Employees and State of California. This is only a settlement  
17 of the PAGA claims for civil penalties and is not a class settlement and does not release the individual  
18 claims, if any, of the PAGA Employees other than those of Plaintiff. This Settlement does not release  
19 any claim that is not a PAGA claim.<sup>1</sup> Nor does this Settlement waive Defendant's right to assert *res*  
20 *judicata* or other available defense to any asserted claim or lawsuit.

21 18. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the  
22 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion  
23 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will  
24 submit to the LWDA a copy of the Court's judgment and order approving the Agreement within ten  
25 (10) days after entry of judgment or order.

26  
27  
28 <sup>1</sup> As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: "Nonparty employees are bound by the judgment in  
an action under the PAGA, but only with respect to recovery of civil penalties."

1 19. Plaintiff has entered into a separate, standalone settlement agreement whereby Plaintiff  
2 agreed to release the claims alleged in the JAMS Arbitration in exchange for an individual settlement  
3 payment by Defendant. Plaintiff's release of claims is outlined in the separate agreement. Plaintiff will  
4 file this settlement agreement under seal for the Court to review in camera, at the Court's request. The  
5 Parties are unaware of any other cases, including class, individual and PAGA, that might be affected by  
6 this settlement.

7 **THE SETTLEMENT IS FAIR AND REASONABLE**

8 20. The Gross Settlement Amount of \$585,000.00 is fair and reasonable and, therefore,  
9 should be approved.

10 21. Here, *without stacking* the PAGA penalties, Defendants' liability exposure is estimated  
11 at approximately \$2,664,400 in PAGA penalties. Plaintiff's expert consultant estimated Defendants'  
12 exposure as follows:

| Claim                                                                                                     | Penalty Amount | Number of Pay Periods w/ Violation | Violation Rate | Total Penalties |
|-----------------------------------------------------------------------------------------------------------|----------------|------------------------------------|----------------|-----------------|
| <b><i>Meal Period Violations</i></b><br>Cal. Labor Code §§ 226.7 and 512                                  | \$50           | 556                                | 3.2%           | \$27,800        |
| <b><i>Rest Period Violations</i></b><br>Cal. Labor Code §§ 226.7 and 512                                  | \$50           | 556                                | 3.2%           | \$27,800        |
| <b><i>Wage Statement Violations</i></b><br>Cal. Labor Code § 226(a)                                       | \$50           | 17,392                             | 100%           | \$869,600       |
| <b><i>Business Reimbursement Violations</i></b><br>Cal. Labor Code § 2802                                 | \$100          | 8,696                              | 50%            | \$869,600       |
| <b><i>Unpaid Wages</i></b><br>Cal. Labor Code §§ 201, 202, 203, 204, 510, 1194, 1197, 1997.1 1198 and 558 | \$50           | 17,392                             | 100%           | \$869,600       |

25  
26 22. Plaintiff alleges that Defendant failed to provide meal periods in violation of Cal. Lab.  
27 Code § 512. Specifically, Plaintiff alleges that as a result of Defendant's understaffing, Plaintiff and  
28 other PAGA Employees were often required to work while clocked out during what was supposed to

1 be their off-duty meal periods. Plaintiff alleges that her meal breaks were often cut short or interrupted  
2 to assist Defendant's customers. Plaintiff's expert estimated the damages for this claim at \$27,800.00.  
3 This number was calculated by multiplying the extrapolated number of pay periods identified wherein  
4 the time records reflected a meal break violation, by a penalty of \$50. The \$50 penalty rate was used  
5 for a number of reasons in this instance. First, Pursuant to Cal. Lab. Code § 558(a)(1), an employer is  
6 subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work,  
7 including meal period and rest period violations, off-the-clock work resulting in minimum wage and  
8 overtime violations, and regular rate violations. Thus, because section 558(a)(1) specifically provides  
9 for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal break claims. Second,  
10 Defendant argued that increased civil penalties for subsequent violations do not apply unless the  
11 plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in  
12 violation of the Labor Code. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 ["Until  
13 the employer has been notified that it is violating a Labor Code provision ... the employer cannot be  
14 presumed to be aware that its continuing underpayment of employees is a 'violation' subject to  
15 penalties."].) Third, Defendant also argued that courts have considerable discretion to reduce the  
16 penalty awards under PAGA. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504  
17 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is  
18 unlikely that Plaintiff would recover full penalty amounts even if she prevailed in establishing the  
19 underlying Labor Code violations. For these reasons, Plaintiff utilized a \$50 penalty rate.

20 23. Plaintiff further alleges that Defendant failed to provide rest breaks. Specifically, Plaintiff  
21 alleges that as a result of Defendant's understaffing, Plaintiff and other PAGA Employees were often  
22 required to work during what was supposed to be their off-duty rest periods. Plaintiff alleges that their  
23 rest breaks were often cut short or interrupted in order to assist Defendant's customers. Defendant  
24 argued that its rest period policy is fully compliant with California law and that Plaintiff's rest break  
25 claim would have mainly relied on the testimony of PAGA Employees, making it a riskier claim.  
26 Establishing liability likely would have entailed competing testimony stating either rest breaks were  
27 taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan.  
28 17, 2013) 2013 WL 210223, at \*11 ("Because of the competing testimony before the Court, plaintiff's

1 evidence that defendant may have an illegal, written rest break policy is insufficient for this Court to  
2 find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov.  
3 13, 2012) 2012 WL 5503550, at \*8 (“Indeed, Plaintiff’s own evidence confirms that the written policy  
4 does not generate uniform practices.”). Considering Defendant’s defenses, because time records do not  
5 monitor rest breaks, and assuming rest break violation occurred at a similar rate that meal break  
6 violation occurred, Plaintiff estimates Defendant’s exposure for this claim to be approximately  
7 \$27,800.00. This number was calculated by multiplying the assumed violation rate by a penalty of \$50.  
8 A \$50 multiplier was used for the same reasons as outlined above.

9         24. Plaintiff alleges that the wage statements furnished by Defendant to the PAGA  
10 Employees were facially non-compliant with Cal. Lab. Code § 226(a)(2). Specifically, Plaintiff alleges  
11 that Defendant included sick time, holiday hours, and vacation hours into the computation of total hours  
12 worked for purposes of Cal. Lab. Code § 226(a)(2), notwithstanding the fact that sick time, holiday  
13 hours, and vacation hours are not considered hours worked. Plaintiff estimates Defendant’s exposure  
14 for this claim to be \$869,600. This number was calculated by multiplying the total number of pay  
15 periods by a penalty of \$50. The \$50 penalty rate was used for the same reasons as stated above.

16         25. Plaintiff alleged that Defendant required Plaintiff and PAGA Employees to use their  
17 personal cell phones and personal vehicles for Defendant’s benefit. Specifically, Plaintiff alleged that  
18 she and PAGA Employees were required to use their personal cell phones to receive and respond to  
19 work-related communications with supervisors, managers and coworkers. Further, Plaintiff and PAGA  
20 Employees were required to use their personal vehicles to transfer equipment. Defendant contends that  
21 Plaintiff and PAGA Employees were reimbursed for the use of their personal cell phones and personal  
22 vehicles. Plaintiff estimates Defendant’s exposure for this claim to be \$869,600. This number was  
23 calculated by multiplying a 50% violation rate by the total number of pay periods by a penalty of \$100.  
24 Plaintiff used a 50% violation rate for this claim to reflect its belief that Aggrieved Employees incurred  
25 cell phone and vehicle expenses approximately once per month Cal. Lab. Code § 2802 does not  
26 specifically provide for a civil penalty amount. Thus, the \$100 penalty rate was used pursuant to Cal.  
27 Lab. Code § 2699(f).

1           26. Plaintiff alleges that Defendant failed to pay for all hours worked. First, Plaintiff alleges  
2 that she and other PAGA Employees were required to work while off-the-clock but were not  
3 compensated for this time. Specifically, Plaintiff alleged that she and other PAGA Employees were  
4 required to conduct daily walks of the property to ensure there was no one on property grounds and  
5 ensure all storage units were locked while off-the-clock. Plaintiff and other PAGA Employees were not  
6 compensated for this time spent working while off-the-clock.

7           27. Second, Plaintiff alleges that Defendant failed to include non-discretionary incentive  
8 compensation when calculating the regular rate of pay for purposes of overtime wages, meal period  
9 premiums, and redeemed sick pay. Specifically, Plaintiff's expert found additional compensation  
10 identified as "Awards" "Spotlight" "Store Challenge" "Store Sign On" "Teammate Ref" "Disp. Bonus"  
11 "3PM Owner Bonus" "All Star Bonus" "DM Bonus" and "Other Bonus" that were not properly  
12 included in the regular rate of pay calculation for purposes of calculating and paying overtime wages,  
13 meal period premiums, and sick pay.

14           28. Defendant argued, among other things, that all Aggrieved Employees were properly paid  
15 minimum and overtime compensation for all hours worked, that Aggrieved Employees were instructed  
16 not to work off-the-clock, and that not all of the additional compensation listed above is non-  
17 discretionary. Plaintiff's expert estimated the damages for this claim of unpaid wages, based on  
18 uncompensated off-the-clock work and regular rate of pay violations, at \$869,600. This number was  
19 calculated by multiplying the number of pay periods with violations by a penalty of \$50. The \$50  
20 penalty rate was used for the same reasons as stated above.

21           29. In light of the above, the Gross Settlement Amount is approximately 22% of Defendant's  
22 potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely recovery of  
23 PAGA penalties through continued litigation.

24           30. Defendant's maximum exposure to PAGA penalties is not a realistic outcome of the  
25 litigation because it fails to account for the risks of continued litigation including, but not limited to,  
26 Defendant's defenses. Here, Defendant argued that it can only be assessed civil penalties for actual  
27 violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties,  
28 Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v. McLane*

1 *Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, \*10 (C.D. Cal. 2011) [“Given the statutory language  
2 [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven  
3 suffered a violation of the Labor Code by the defendant.”].) To do this, Plaintiff would need to prove  
4 each Aggrieved Employee was subject to the alleged Labor Code violation.

5 31. Lastly, the maximum penalty figure does not consider that Courts have complete  
6 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,  
7 based on the facts and circumstances of the particular case, to do otherwise would result in an award  
8 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2).

9 32. Given Defendant’s defenses to the claimed Labor Code violations at issue, and the risks  
10 and costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount  
11 is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length.

12 33. The LWDA has been provided notice of this motion and the PAGA settlement, and the  
13 decision of LWDA to accept the PAGA settlement and not oppose the motion should be given  
14 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and  
15 protect its own rights.

16 **THE PAGA COUNSEL FEES PAYMENT AND PAGA COUNSEL LITIGATION EXPENSES**  
17 **PAYMENT ARE FAIR AND REASONABLE**

18 34. PAGA Counsel seeks approval of not more than thirty-five percent (35%) of the Gross  
19 Settlement Amount, which is currently estimated to be \$204,750.00 and attorneys’ expenses not to  
20 exceed \$35,000.00<sup>2</sup> for reimbursement of actually incurred litigation expenses. PAGA does not have  
21 any requirements for reviewing attorneys’ fees, and Plaintiff’s position is that the payment of attorneys’  
22 fees and costs in this Settlement is a matter of contract for a contingent representation. Nevertheless,  
23 should this Court review the requested attorneys’ fees, the requested fees and costs are reasonable for  
24 experienced wage and hour counsel.

25 35. The requested attorneys’ fees of \$204,750.00 and reimbursement of attorneys’ expenses  
26 of up to \$35,000.00 is fair, reasonable, and justified by the result achieved. PAGA Counsel negotiated  
27 a recovery of \$585,000.00, and this result justifies the requested fees equal to 35% of this recovery. At  
28

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<sup>2</sup> As detailed *infra*, at the time of filing this motion, PAGA Counsel incurred \$20,642.76 litigating this matter.

1 the time this case was brought, the result was far from certain. Defendant's defenses to the merits of the  
2 case created difficulties with proof and complex legal issues for PAGA Counsel to overcome. Here,  
3 several defenses asserted by Defendant presents serious threats to the claims of Plaintiff and the PAGA  
4 Employees. While Plaintiff believes that these defenses could be overcome, Defendant maintains that  
5 these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible  
6 because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendant that there was an  
7 appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and  
8 overcome difficulties in proof as to monetary relief.

9         36. Plaintiff and the Aggrieved Employees are represented by competent and experienced  
10 counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a  
11 boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage  
12 and hour class actions, PAGA Actions and complex multi-party product liability matters. The Firm  
13 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,  
14 Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal  
15 and Office Manager), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), Sara Chrestensen  
16 (Legal Assistant), and Esbeidy Campos (Legal Assistant).

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

23         38. I have represented consumers and employees in California class actions, and complex  
24 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a  
25 plaintiffs' civil litigation attorney since April 2007.

26         39. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a  
27 favorable verdict for the firm's clients  
28

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

4           41. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising  
5 Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising  
6 Star list recognizes the top 2.5% of eligible attorneys. (see  
7 [https://www.superlawyers.com/about/selection\\_process.html](https://www.superlawyers.com/about/selection_process.html).) Additionally, I was named a 2025 Super  
8 Lawyer in Employment Law by Thompson Reuters.

9           42. PAGA Counsel were opposed in this litigation by highly capable counsel at Morgan,  
10 Lewis & Bockius LLP, which is a highly regarded defense firm, vigorously advocated on behalf of  
11 Defendant. In the face of such experienced opposition, PAGA Counsel was able to develop an effective  
12 case strategy to combat Defendant's defenses and negotiate with counsel for Defendant to settle the  
13 case for an amount that provides real benefit to the Aggrieved Employees with reasonable hours  
14 expended.

15           43. In assessing the reasonableness of the billing rates for the attorneys and staff at the JCL  
16 Law Firm, APC, the firm refers to the "*Laffey Matrix*" to set our hourly billing rates. See  
17 <http://www.laffeymatrix.com/>. The *Laffey Matrix* is a fee schedule used by many courts throughout the  
18 United States, including some California state courts and California Federal District Courts. The *Laffey*  
19 Matrix is a well-established objective source that California courts have relied on in assessing hourly  
20 rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912, 921  
21 (N.D. Cal. 2005) (Confirming use of the *Laffey Matrix* adjusted to account for locality pay differentials);  
22 *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at \*4 (Cal. Super. Ct. May 25,  
23 2017), reversed on other grounds.).

24           44. The attorneys and staff at the JCL Law Firm, APC, have been providing extensive class  
25 action services throughout state and federal courts in California for more than seventeen years. Since  
26 its founding, the JCL Law Firm, APC, has recovered more than \$100 million dollars for its clients.

45. When comparing the billing rates for the staff and attorneys at the JCL Law Firm, APC with the *Laffey* Matrix, the attorneys and staff at the JCL Law Firm, APC, either bill at or below the rate for similarly skilled and tenured legal professionals:

| Name                                           | Laffey<br>Matrix Fee | Actual<br>Billing Rate |
|------------------------------------------------|----------------------|------------------------|
| Jean-Claude Lapuyade, Esq. (Managing Attorney) | \$878                | \$700                  |
| Perssia Razma, Esq. (Handling Attorney)        | \$437                | \$425                  |
| Tesla Stone (Managing Paralegal)               | \$239                | \$250                  |

46. Moreover, The JCL Law Firm's rates are comparable to those judicially approved for other plaintiffs' firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, \*40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range. See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, \*24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, \*2 (N.D. Cal. Feb. 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH

1 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates  
2 between \$355 and \$405 an hour).

3 47. Moreover, my billing rate has been approved within the last twelve months by California  
4 Superior Court judges. (*See generally Klein v. RedZone Security, Inc.*, Riverside Superior Court Case  
5 No. CVRI2202841 (August 15, 2024) Hon. Harold W. Hopp B. approved a \$700 billing rate and  
6 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Galindo v. PAQ,*  
7 *Inc., et al.*, San Joaquin Superior Court Case No: STK-CV-UOE-2022-1799 (September 17, 2024) Hon.  
8 Blanca A. Banuelos approved a \$700 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL  
9 Law Firm, APC, as Class Counsel.).

10 48. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct  
11 copy of which is attached hereto as Exhibit #6. Some of the major cases the Firm has undertaken are  
12 also set forth in Exhibit #6.

13 49. As of January 6, 2025, The JCL Law Firm, APC incurred a total lodestar of \$41,884.17  
14 for 73.44 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my  
15 firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to  
16 the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto  
17 as Exhibit #4

18 50. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"),  
19 billed \$36,097 for 57.20 hours successfully litigating this action. A true and accurate copy of the ZLG  
20 time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. filed concurrently  
21 herewith.

22 51. Additionally, the attorneys and staff at co-counsel Lawyers For Justice, PC ("LFJ"), billed  
23 \$90,695 for 106.70 hours successfully litigating this action. A true and accurate copy of the LFJ time  
24 and billing entries is attached to the Declaration of Tara Zabehi, Esq. filed concurrently herewith.

25 52. Collectively, PAGA Counsel spent a total of 237.34 hours successfully litigating this  
26 matter for a total combined loadstar of \$68,676.17. Thus, the Attorneys' Fee request is equal to PAGA  
27 Counsel's loadstar with a negative 1.21 multiplier.

28 53. PAGA Counsel's loadstar is summarized by firm below:

| <u>FIRM</u>             | <u>Hours</u> | <u>Total</u> |
|-------------------------|--------------|--------------|
| JCL Law Firm, APC       | 73.44        | \$41,884.17  |
| Zakay Law Group, APLC   | 57.20        | \$36,097     |
| Lawyers For Justice, PC | 106.70       | \$90,695     |
| Total                   | 237.34       | \$168,676.17 |

54. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$20,642.76 prosecuting this action (JCL Law Firm, APC - \$9,896.74; Zakay Law Group, APLC - \$9,828.62; Lawyers For Justice, PC - \$917.41.

55. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs, which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of January 2025, at San Diego, California.

**JCL LAW FIRM, APC**

By:   
Jean-Claude Lapuyade, Esq.

# **EXHIBIT 1**

## **PAGA SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff June Stahr (“Plaintiff”) and Defendant CUBESMART (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

### **1. DEFINITIONS**

- 1.1. “**Action**” or “**PAGA Action**” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant, *June Stahr v. Cubesmart*, Case No. CV2021-2142, filed on December 6, 2021, and pending in Superior Court of the State of California, County of Yolo.
- 1.2. “**Administrator**” means Apex Class Action LLC, located at 18 Technology Drive, Suite 154 Irvine, CA 92618 Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “**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.
- 1.4. “**Defendant**” means CubeSmart.
- 1.5. “**Approval Order**” means the proposed Court Order Granting Approval of the PAGA Settlement.
- 1.6. “**Court**” means the Superior Court of California, County of Yolo.
- 1.7. “**Defense Counsel**” means Jennifer Zargarof, Esq., and Samson C. Huang, Esq., of Morgan, Lewis, & Bockius, LLP, the attorneys representing Defendant in the Action.
- 1.8. “**Effective Date**” means the later of (i) the 61st day after entry of the Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Approval Order and Judgment, the day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment is no longer subject to further judicial review.
- 1.9. “**Funding Date**” means sixty (60) calendar days after the Effective Date and is the date on which Defendant shall fund the Gross Settlement Amount to the Administrator.
- 1.10. “**Gross Settlement Amount**” means Five Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$585,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

- 1.11. **“Individual Action”** or **“JAMS Action”** means Plaintiff’s arbitration complaint alleging wage and hour violations against Defendant, titled *June Stahr v. Cubesmart*, JAMS Case No. 5220003356, filed on May 25, 2023, and pending with JAMS.
- 1.12. **“Individual PAGA Payment”** means the PAGA Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the PAGA Employee worked during the PAGA Period.
- 1.13. **“Individual Settlement Agreement”** means the separate Settlement Agreement and Mutual General Release of Claims, which resolves claims set forth in the Individual Action and the JAMS Action and includes a general release of all known and unknown claims under Civil Code § 1542.
- 1.14. **“Judgment”** means the judgment entered by the Court based upon the approval of the Settlement.
- 1.15. **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.16. **“LWDA PAGA Payment”** means the 75% of the Net Settlement Amount to be paid as PAGA Penalties to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. **“Net Settlement Amount”** or **“NSA”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount, which shall be allocated as payment of PAGA Penalties.
- 1.18. **“Notice of PAGA Settlement”** means the notice with a Spanish translation to be provided to the PAGA Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.
- 1.19. **“Operative Complaint”** means the civil complaint filed in the Action captioned *June Stahr v. Cubesmart*, Case No. CV2021-2142, filed on December 6, 2021, and pending in the Superior Court of the State of California, County of Yolo.
- 1.20. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. **“PAGA Counsel”** means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani Zakay, Esq., of Zakay Law Group, APLC, and Edwin Aiwazian, Esq., of Lawyers for Justice, PC, the attorneys representing the Plaintiff and PAGA Employees in the Action.
- 1.22. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.23. **“PAGA Employee(s)”** means all current and former non-exempt hourly-paid employees who worked for Defendant in California during the PAGA Period.
- 1.24. **“PAGA Employee Data”** means PAGA Employee identifying information in Defendant’s

possession including the PAGA Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.

- 1.25. **"PAGA Employee Address Search"** means the Administrator's investigation and search for current PAGA Employee 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 Employees.
- 1.26. **"PAGA Pay Period"** means any pay period during which an PAGA Employee worked for Defendant for at least one day during the PAGA Period.
- 1.27. **"PAGA Period"** means the period from October 1, 2020, through September 3, 2024.
- 1.28. **"PAGA Notice"** means Plaintiff's October 1, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.29. **"PAGA Penalties"** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$585,000.00), allocated 25% to the PAGA Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.30. **"Plaintiff"** means June Stahr, the named Plaintiff in the Action.
- 1.31. **"Released PAGA Claims"** means all PAGA claims alleged in the operative complaint in the *June Stahr v. Cubesmart* Case No. CV2021-2142 matter and Plaintiff's PAGA notice(s) to the LWDA which occurred during the PAGA Period for alleged violations of the California Labor Code and applicable Wage Order(s), 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.
- 1.32. **"Released Parties"** means: Defendant and each of its former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, representatives, agents, insurers, predecessors, successors, assigns, parent companies, holding companies, subsidiaries, and affiliates, and any individual or entity which could be jointly liable with Defendant.
- 1.33. **"Settlement"** means the disposition of the Action effected by this Agreement and the Judgment.

## **2. RECITALS.**

- 2.1. On October 1, 2021, Plaintiff served the Labor and Workforce Development Agency ("LWDA") with a PAGA Notice.
- 2.2. On December 6, 2021, Plaintiff commenced this PAGA Action by filing a Representative Complaint alleging one (1) cause of action against Defendant for civil penalties under the PAGA.

- 2.3. On October 7, 2022, Plaintiff's individual claims were compelled to arbitration. The non-individual representative claims were stayed pending the outcome of the JAMS arbitration, JAMS case reference number 5220003356 (the "JAMS Action").
- 2.4. On September 3, 2024, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq., an experienced mediator of wage and hour class and representative actions. The mediation concluded without a settlement. However, Mr. Serratore presented a mediator's proposal, which was accepted by the Parties and led to this Agreement to settle the Action and the separate Individual Settlement Agreement and Mutual General Release of Claims settling Plaintiff's individual claims against Defendant. Prior to mediation, Plaintiff obtained, through informal discovery, time and pay data for the PAGA Employees, meal break penalties report, COVID-19 policies and related documents.
- 2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

### **3. MONETARY TERMS**

- 3.1 Gross Settlement Amount. Except as otherwise provided in Paragraph 8 below, Defendant promises to pay Five Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$585,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
  - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be Two Hundred and Four Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$204,750.00) and PAGA Counsel Litigation Expenses Payment of not more than Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 Defendant and the Released Parties harmless, and indemnifies Defendant and the Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$5,885.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$5,885.00 or the Court approves payment less than \$5,885.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and PAGA Employees: The Net Settlement Amount in an amount currently estimated to be \$339,365.00, to be paid from the Gross Settlement Amount, with 75% (currently estimated to be \$254,523.75) allocated to the LWDA PAGA Payment and 25% (currently estimated to be \$84,841.25) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4 Additional Attorneys' Fees and Costs: No PAGA Employee, or PAGA Counsel, or any other attorney acting for any PAGA Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

#### **4. SETTLEMENT FUNDING AND PAYMENTS**

4.1. PAGA Employee Pay Periods. Based on a review of its records and in preparation for mediation, as of the date of mediation, September 3, 2024, Defendant estimates there are 421 PAGA Employees. The Settlement is based on the assumption that there were 17,400 Pay Periods in the period from October 1, 2020, through September 3, 2024.

4.2. PAGA Employee Data. Within fifteen (15) days of the Effective Date, Defendant will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employees' privacy rights, the Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Administrator employees who need access to the PAGA Employee Data to effect and perform

under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employee Data omitted employee identifying information and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator on or before the Funding Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Employees 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 "Void Date"). 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.

4.4.2. The Administrator must conduct a PAGA Employee Address Search for all PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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 Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, requested by the PAGA Employee prior to the Void Date.

4.4.3. For any PAGA Employee 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 Community Law Project in accordance with CCP § 384 and subject to Court approval.

## **5. RELEASES OF CLAIMS**

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, the LWDA, the State of California, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff has entered into a separate, standalone settlement agreement whereby Plaintiff agrees to release the claims alleged in the JAMS Arbitration in exchange for an individual settlement payment by Defendant. Plaintiff's release of claims is outlined in the separate individual settlement agreement.
- 5.2 Release by PAGA Employees and the State of California: Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, all PAGA Employees, the LWDA and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and all Released Parties from the Released PAGA Claims. The Parties agree there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any PAGA Employees.
- 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of themselves, their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period, or otherwise incurred to prosecute the Action, the Individual Action, and the JAMS Action.

## **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a draft motion for approval of the PAGA Settlement, which PAGA Counsel will submit to Defendant for review and comment at least five (7) days prior to filing with the Court and a draft proposed Order Granting Approval of PAGA Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than ninety (90) days after the full execution of this Agreement, or as soon thereafter as practicable, 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 Order to the Administrator.
- 6.3 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.

## **7. SETTLEMENT ADMINISTRATION**

- 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC, to serve

as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees 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.

- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

## **8. PAGA EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

The Settlement is based on the assumption that there were 17,400 pay periods in the period from October 1, 2020, to September 3, 2024. In the event that the number of pay periods exceeds 17,400, Defendant, at its sole discretion, shall either agree (1) that the PAGA Period end date will be advanced to the date on which 17,400 pay periods are accrued or (2) should the number of pay periods increase by more than 10% of what was represented at mediation, the Gross Settlement Amount will increase proportionally for the number of pay periods over 110% of 17,400. For example, if the total pay periods in the PAGA Period are 115% of 17,400, the Gross Settlement Amount shall increase by 5%.

## **9. CONTINUING JURISDICTION OF THE COURT**

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 permitted by law.

- 9.1 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 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.

## 10. ADDITIONAL PROVISIONS

- 10.1 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant or any of the other Released Parties has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this 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).
- 10.2 Effective Date Of Defendant's Obligations Under This Agreement. Defendant's obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.
- 10.3 Nullification. If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the Court's Final Order and Judgment is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.
- 10.4 Invalidation. Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.
- 10.5 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, except for the Individual Settlement Agreement between the Parties settling Plaintiff's claims against Defendant currently pending in arbitration.
- 10.6 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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 excluding any amendments to this Agreement.

- 10.7 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, 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 the mediator, Steven J. Serratore, Esq., and/or the Court for resolution.
- 10.8 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.
- 10.9 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, 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.
- 10.10 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.
- 10.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.12 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.
- 10.13 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.
- 10.14 Corporate Signatories. Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.
- 10.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. In addition, other than information necessary to secure Court approval of this settlement, Plaintiff and PAGA

Counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,” disclosure of the Settlement Agreement on any web site of PAGA Counsel or any other website, or on any blogs, articles, or on any social media platforms or channels), or the public at large, without the advance written consent of Defendant. The Parties intend this Paragraph 10.15 to prohibit Plaintiff and PAGA Counsel from discussing, answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiff and PAGA Counsel (1) may tell the public in general only that certain claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns. In addition, PAGA Counsel may respond to questions received from, and discuss any aspect of this Agreement with PAGA Employees. Nothing herein shall prevent PAGA Counsel from referring to the Action in any declaration before the courts relating to the adequacy or in future applications by PAGA Counsel for approval of attorneys’ fees.

- 10.16 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.
- 10.17 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.
- 10.18 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:

**JCL LAW FIRM, APC**  
**5440 Morehouse Drive, Suite 3600**  
**San Diego, CA 92121**  
**T: 619-599-8292**  
[jlapuvade@jcl-lawfirm.com](mailto:jlapuvade@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**  
**5440 Morehouse Drive, Suite 3600**

**San Diego, CA 92121**  
**T: 619-892-7095**  
[Shani@zakaylaw.com](mailto:Shani@zakaylaw.com)

**LAWYERS FOR JUSTICE, PC.**  
**410 Arden Ave. #203**  
**Glendale, CA 91203**  
**T: 818-265-1020**  
**F: 818-265-1021**  
[edwin@calljustice.com](mailto:edwin@calljustice.com)

To Defendant:

**MORGAN, LEWIS & BOCKIUS, LLP**  
**300 South Grand Ave**  
**Twenty-Second Floor**  
**Los Angeles, CA 90071**  
**T: 213-612-2500**  
**F: 213-612-2501**  
[Jennifer.zargarof@morganlewis.com](mailto:Jennifer.zargarof@morganlewis.com)  
[Samson.huang@morganlewis.com](mailto:Samson.huang@morganlewis.com)

- 10.19 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.
- 10.20 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, pursuant to CCP section 583.330, that upon the signing of this Agreement the date to bring a case to trial under CCP section 583.310 shall be extended for the entire period of this settlement process beginning from the date that all Parties and counsel have executed this Agreement.

**[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 12/30/2024

 (Dec 30, 2024 12:23 PST)

Plaintiff JUNE STAHR

Dated: December 30, 2024



Jean-Claude Lapuyade  
The JCL Law Firm, APC  
Attorney for Plaintiff

Dated: December 30, 2024



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

Dated: 1/6/2025



Tara Zabehi, Esq.  
Lawyers for Justice, PC  
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

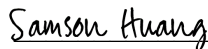
Dated: 01 / 03 / 2025

*Jeffrey P Foster*

Jeffrey P. Foster, Chief Legal Officer & Secretary  
For Defendant  
CUBESMART

January 6, 2025  
Dated: \_\_\_\_\_

Signed by:



F0D2333A203641

Jennifer Zargarof, Esq.  
Samson C. Huang, Esq.  
MORGAN, LEWIS & BOCKIUS, LLP  
Attorneys for Defendant

# **EXHIBIT A**

[Mailing Date]

## NOTICE OF SETTLEMENT

*The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

*Re. June Stahr v. Cubesmart*

County of Yolo, Case No. CV2021-2142

Apex Class Action LLC  
18 Technology Drive, Suite 154  
Irvine, CA 92618  
(800) 355-0700

Dear CUBESMART Employee:

You are receiving this payment because of a lawsuit brought by a former California employee against Defendant CubeSmart (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff JUNE STAHR (“Plaintiff”) claimed that she and other employees were not properly paid overtime, not provided legally compliant meal and rest periods, not properly paid minimum wages, not timely paid wages during employment and upon termination, not provided with accurate wage statements, and not reimbursed for business expenses.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case (the “Settlement”). The Settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who performed work for Defendant in California (“PAGA Employees”) at any time between October 1, 2020, through September 3, 2024 (“PAGA Period”).

On [INSERT DATE], the Parties filed a motion with the Court asking the Court to approve the Settlement in the amount of \$585,000.00. From that amount, the Court has approved attorney’s fees and costs and administrative expenses. After these deductions, [INSERT AMOUNT] is allocated as PAGA penalties. The law requires that 75% is allocated to the State of California and 25% is allocated to PAGA Employees. Therefore, the State of California will receive [INSERT AMOUNT] (75% of the penalties) and PAGA Employees will each receive a *pro rata* share of the remaining [INSERT AMOUNT] (25% of the penalties). The Court issued an Order approving the settlement on [INSERT DATE].

As part of this Settlement, you and the other PAGA Employees have, for the period of October 1, 2020, through September 3, 2024, fully released and forever discharged Defendant and each of its former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, representatives, agents, insurers, predecessors, successors, assigns, parent companies, holding companies, subsidiaries, and affiliates, and any individual or entity which could be jointly liable with Defendant (the foregoing are collectively referred to hereafter as the “Released Parties”) from all PAGA claims that were alleged or could have reasonably been alleged against Defendant based

upon the facts and circumstances alleged in Plaintiff's lawsuit and/or Plaintiff's notice to the California Labor and Workforce Development Agency ("LWDA"), on behalf of the PAGA Employees, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all PAGA claims alleged in the operative complaint in the *June Stahr v. Cubesmart* Case No. CV2021-2142 matter and Plaintiff's PAGA notice(s) to the LWDA, which occurred during the PAGA Period for alleged violations of the California Labor Code and applicable Wage Order(s), 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. (the "Released PAGA Claims").

According to Defendant's records, you are a PAGA Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This payment may be taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the Administrator; Apex Class Action LLC, located at 18 Technology Drive Suite 154 Irvine, CA 92618; Tel: (800) 355-0700.

# **EXHIBIT 2**

# LAWYERS FOR JUSTICE<sup>PC</sup>

October 1, 2021

**BY ONLINE SUBMISSION**

California Labor & Workforce Development Agency  
PAGAfilings@dir.ca.gov

**Re: CUBESMART**

Dear Representative:

We have been retained to represent June Stahr against CubeSmart (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “CubeSmart”) for violations of California wage-and-hour laws. Ms. Stahr seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Stahr seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

CubeSmart employed Ms. Stahr as an hourly-paid, non-exempt employee from approximately August 2019 to approximately August 2021, in the State of California.

The “aggrieved employees” that Ms. Stahr may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, CubeSmart has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 9-2001.

CubeSmart required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to,

responding to work-related inquiries and complying with Covid protocols. CubeSmart rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored CubeSmart over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Stahr and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Stahr and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, CubeSmart required Ms. Stahr and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, CubeSmart failed to pay Ms. Stahr and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, CubeSmart failed to pay Ms. Stahr and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, CubeSmart did not provide Ms. Stahr and other aggrieved employees with complete and accurate

itemized wage statements. The wage statements they received from CubeSmart were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Stahr and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Stahr and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Stahr and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Stahr and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Stahr and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, CubeSmart failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Stahr and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated

against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

CubeSmart failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

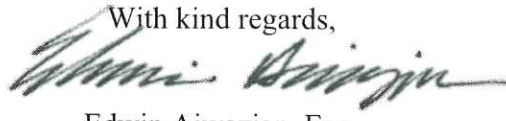
California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, CubeSmart did not provide Ms. Stahr and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, CubeSmart failed to pay Ms. Stahr and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Stahr and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, CubeSmart failed to pay Ms. Stahr and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Stahr and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Stahr and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CubeSmart. These costs include, but are not limited to, the use of personal vehicles for work-related purposes, the use of personal phones for work-related purposes, the purchasing and maintenance of clothing in compliance with the dress code, and the purchasing and maintenance of shoes in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,  
  
Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

CubeSmart  
c/o CT Corporation System  
Agent for Service of Process  
330 N Brand Blvd Ste 700  
Glendale, CA 91203

# **EXHIBIT 3**

# **EXHIBIT 4**

# JCL Law Firm

## Unbilled Time

Activity: All Dates

| ACTIVITY<br>DATE              | POSTING | EMPLOYEE                | MEMO/DESCRIPTION                                                 | RATE   | DURATION | AMOUNT   | BALANCE  |
|-------------------------------|---------|-------------------------|------------------------------------------------------------------|--------|----------|----------|----------|
| Stahr v. Cube Smart (002-478) |         |                         |                                                                  |        |          |          |          |
| 04/07/2023                    | No      | Jean Claude Lapuyade    | Case Management - R&R Pleadings and File from Referring Attorney | 550.00 | 3:42     | 2,035.00 | 2,035.00 |
| 04/10/2023                    | No      | Jean Claude Lapuyade    | Fact investigation - TCW Client Re Claims and status of action   | 700.00 | 0:48     | 560.00   | 2,595.00 |
| 04/14/2023                    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Case Statue               | 700.00 | 0:30     | 350.00   | 2,945.00 |
| 05/25/2023                    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Service                   | 550.00 | 0:18     | 165.00   | 3,110.00 |
| 05/25/2023                    | No      | Jean Claude Lapuyade    | Case Management - Drafted, Revised and Edited CMS                | 550.00 | 0:36     | 330.00   | 3,440.00 |
| 06/05/2023                    | No      | Sydney Castillo-Johnson | Prepare for status conference                                    | 350.00 | 0:20     | 116.67   | 3,556.67 |
| 06/06/2023                    | No      | Sydney Castillo-Johnson | Attend status conference                                         | 350.00 | 0:30     | 175.00   | 3,731.67 |
| 07/26/2023                    | No      | Jean Claude Lapuyade    | Case Management - Meeting w/ Co Counsel Re Post Adolph Strategy  | 550.00 | 0:36     | 330.00   | 4,061.67 |
| 09/01/2023                    | No      | Jean Claude Lapuyade    | Case Management - Drafted, Revised and Edited CM                 | 550.00 | 0:48     | 440.00   | 4,501.67 |
| 09/06/2023                    | No      | Jean Claude Lapuyade    | Discovery - Emails to/from OC Re Mediation Data                  | 550.00 | 0:30     | 275.00   | 4,776.67 |
| 09/20/2023                    | No      | Jean Claude Lapuyade    | Legal Research - Enforceability of Arb. Agreement                | 550.00 | 3:36     | 1,980.00 | 6,756.67 |
| 11/22/2023                    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Mediation                 | 550.00 | 0:42     | 385.00   | 7,141.67 |
| 11/28/2023                    | No      | Jean Claude Lapuyade    | Case management - Emails to/from OC Re Mediation                 | 550.00 | 0:30     | 275.00   | 7,416.67 |
| 11/30/2023                    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Mediation                 | 550.00 | 0:30     | 275.00   | 7,691.67 |
| 12/05/2023                    | No      | Jean Claude Lapuyade    | Case Management - Emails to/from OC Re Mediation                 | 550.00 | 0:30     | 275.00   | 7,966.67 |
| 12/06/2023                    | No      | Monnett DeLaTorre       | Case Management - Emails to/from OC Re Mediation                 | 500.00 | 0:18     | 150.00   | 8,116.67 |

| ACTIVITY DATE | POSTING | EMPLOYEE             | MEMO/DESCRIPTION                                                    | RATE   | DURATION | AMOUNT | BALANCE   |
|---------------|---------|----------------------|---------------------------------------------------------------------|--------|----------|--------|-----------|
| 12/07/2023    | No      | Jean Claude Lapuyade | Case Management - Emails to/from OC Re Mediation                    | 550.00 | 0:42     | 385.00 | 8,501.67  |
| 12/11/2023    | No      | Jean Claude Lapuyade | Case Management - Emails to/from OC Re Mediation                    | 550.00 | 0:30     | 275.00 | 8,776.67  |
| 12/14/2023    | No      | Jean Claude Lapuyade | Pleadings - Emails to/from OC Re Stip to Stay and Mediation         | 550.00 | 1:24     | 770.00 | 9,546.67  |
| 12/29/2023    | No      | Jean Claude Lapuyade | Case Management - Drafted, Revised and Edited Joint CMS             | 550.00 | 1:00     | 550.00 | 10,096.67 |
| 01/10/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Data                     | 550.00 | 0:42     | 385.00 | 10,481.67 |
| 01/16/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation                          | 550.00 | 0:18     | 165.00 | 10,646.67 |
| 02/01/2024    | No      | Andrea Amaya         | Case management/fact investigation. Discuss status of case w/ team. | 400.00 | 0:06     | 40.00  | 10,686.67 |
| 04/08/2024    | No      | Jean Claude Lapuyade | Case Management - Emails to/from OC Re Mediation                    | 550.00 | 0:30     | 275.00 | 10,961.67 |
| 05/20/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC RE Mediation Data                     | 550.00 | 0:18     | 165.00 | 11,126.67 |
| 05/29/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Data                     | 550.00 | 0:12     | 110.00 | 11,236.67 |
| 06/04/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Date                     | 550.00 | 0:18     | 165.00 | 11,401.67 |
| 06/07/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Data Sample                        | 550.00 | 0:18     | 165.00 | 11,566.67 |
| 06/18/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Data                     | 700.00 | 0:18     | 210.00 | 11,776.67 |
| 06/25/2024    | No      | Andrea Amaya         | Case management. Email to OC following up on data for mediation.    | 425.00 | 0:06     | 42.50  | 11,819.17 |
| 06/28/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Data                     | 700.00 | 0:24     | 280.00 | 12,099.17 |
| 06/28/2024    | No      | Jean Claude Lapuyade | Discovery - TCW Expert Re Data Analysis and Records                 | 700.00 | 0:48     | 560.00 | 12,659.17 |
| 07/12/2024    | No      | Andrea Amaya         | Case management. Email to/from OC re: mediation.                    | 425.00 | 0:18     | 127.50 | 12,786.67 |
| 07/18/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Extension on Stay for Mediation    | 700.00 | 0:30     | 350.00 | 13,136.67 |
| 08/05/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Data                     | 700.00 | 0:18     | 210.00 | 13,346.67 |
| 08/08/2024    | No      | Jean Claude Lapuyade | Discovery - TCW Expert Re Data Analysis and Damages report          | 700.00 | 1:00     | 700.00 | 14,046.67 |
| 08/12/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Data                     | 700.00 | 0:18     | 210.00 | 14,256.67 |

| ACTIVITY DATE | POSTING | EMPLOYEE             | MEMO/DESCRIPTION                                                         | RATE   | DURATION | AMOUNT   | BALANCE   |
|---------------|---------|----------------------|--------------------------------------------------------------------------|--------|----------|----------|-----------|
| 08/16/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Data                          | 700.00 | 0:24     | 280.00   | 14,536.67 |
| 08/16/2024    | No      | Jean Claude Lapuyade | Discovery - TCW Expert Re Mediation Data Analysis and Damage Report      | 700.00 | 0:48     | 560.00   | 15,096.67 |
| 08/19/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Data Issues                   | 700.00 | 0:36     | 420.00   | 15,516.67 |
| 08/20/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from OC Re Mediation Data                          | 700.00 | 0:12     | 140.00   | 15,656.67 |
| 08/26/2024    | No      | Jean Claude Lapuyade | Discovery - R&R Expert Damage Analysis and Emails to/from Expert Re Same | 700.00 | 1:30     | 1,050.00 | 16,706.67 |
| 08/26/2024    | No      | Jean Claude Lapuyade | Discovery - Emails to/from Expert Re Mediation Data Analysis             | 700.00 | 0:30     | 350.00   | 17,056.67 |
| 09/02/2024    | No      | Jean Claude Lapuyade | Discovery - R&R Defendant's COVID Policy                                 | 700.00 | 1:30     | 1,050.00 | 18,106.67 |
| 09/03/2024    | No      | Perssia Razma        | Attended mediation                                                       | 425.00 | 8:00     | 3,400.00 | 21,506.67 |
| 09/03/2024    | No      | Andrea Amaya         | Attend Mediation.                                                        | 425.00 | 8:00     | 3,400.00 | 24,906.67 |
| 09/03/2024    | No      | Jean Claude Lapuyade | Mediation - Attended Mediation                                           | 700.00 | 8:00     | 5,600.00 | 30,506.67 |
| 09/06/2024    | No      | Jean Claude Lapuyade | Settlement - Revised and Edited MOU and Emails to/from OC Re Same        | 700.00 | 1:24     | 980.00   | 31,486.67 |
| 09/18/2024    | No      | Jean Claude Lapuyade | Settlement - Emails to/from OC Re MOU                                    | 700.00 | 0:18     | 210.00   | 31,696.67 |
| 09/23/2024    | No      | Jean Claude Lapuyade | Settlement - TCW Client Re MOU                                           | 700.00 | 0:30     | 350.00   | 32,046.67 |
| 09/23/2024    | No      | Jean Claude Lapuyade | Settlement - Emails to/from OC Re MOU                                    | 700.00 | 0:18     | 210.00   | 32,256.67 |
| 09/25/2024    | No      | Jean Claude Lapuyade | Settlement - Emails to/from OC Re MOU                                    | 700.00 | 0:30     | 350.00   | 32,606.67 |
| 10/16/2024    | No      | Jean Claude Lapuyade | Settlement - Revised and Edited SAR                                      | 700.00 | 1:54     | 1,330.00 | 33,936.67 |
| 10/22/2024    | No      | Jean Claude Lapuyade | Settlement - Emails to/from OC Re SAR                                    | 700.00 | 0:18     | 210.00   | 34,146.67 |
| 10/28/2024    | No      | Jean Claude Lapuyade | Settlement - Emails to/from OC Re SAR                                    | 700.00 | 0:24     | 280.00   | 34,426.67 |
| 10/31/2024    | No      | Jean Claude Lapuyade | Settlement - Emails to/from OC Re SAR                                    | 700.00 | 0:24     | 280.00   | 34,706.67 |
| 11/04/2024    | No      | Jean Claude Lapuyade | Settlement - Emails to/from OC Re SAR                                    | 700.00 | 0:12     | 140.00   | 34,846.67 |
| 11/05/2024    | No      | Jean Claude          | Settlement - Emails to/from OC Re SAR                                    | 700.00 | 0:24     | 280.00   | 35,126.67 |

| ACTIVITY<br>DATE                               | POSTING | EMPLOYEE                            | MEMO/DESCRIPTION                                                                                  | RATE   | DURATION     | AMOUNT             | BALANCE   |
|------------------------------------------------|---------|-------------------------------------|---------------------------------------------------------------------------------------------------|--------|--------------|--------------------|-----------|
| 11/15/2024                                     | No      | Lapuyade<br>Jean Claude<br>Lapuyade | Settlement - Emails to/from OC Re SAR                                                             | 700.00 | 0:24         | 280.00             | 35,406.67 |
| 11/15/2024                                     | No      | Perssia Razma                       | Settlement/case management- emails w/ oc/co-counsel re SAR                                        | 425.00 | 0:12         | 85.00              | 35,491.67 |
| 12/02/2024                                     | No      | Perssia Razma                       | Settlement- emails w co-counsel/oc re SAR                                                         | 425.00 | 0:42         | 297.50             | 35,789.17 |
| 12/02/2024                                     | No      | Jean Claude<br>Lapuyade             | Settlement - Emails to/from OC Re SAR                                                             | 700.00 | 0:18         | 210.00             | 35,999.17 |
| 12/05/2024                                     | No      | Jean Claude<br>Lapuyade             | Settlement - Emails to/from OC RE SAR                                                             | 700.00 | 0:12         | 140.00             | 36,139.17 |
| 12/16/2024                                     | No      | Jean Claude<br>Lapuyade             | Settlement - Emails to/from OC Re SAR                                                             | 700.00 | 0:18         | 210.00             | 36,349.17 |
| 12/19/2024                                     | No      | Perssia Razma                       | Law and Motion- SA Motion draft                                                                   | 425.00 | 6:36         | 2,805.00           | 39,154.17 |
| 12/19/2024                                     | No      | Jean Claude<br>Lapuyade             | Settlement - Emails to/from OC Re SAR                                                             | 700.00 | 0:18         | 210.00             | 39,364.17 |
| 12/20/2024                                     | No      | Jean Claude<br>Lapuyade             | Settlement - Emails to/from OC Re SAR                                                             | 700.00 | 0:30         | 350.00             | 39,714.17 |
| 12/22/2024                                     | No      | Jean Claude<br>Lapuyade             | Law and Motion - Revised and edited Settlement approval motion and drafted JCL<br>Dec. ISO Motion | 700.00 | 3:06         | 2,170.00           | 41,884.17 |
| <b>Total for Stahr v. Cube Smart (002-478)</b> |         |                                     |                                                                                                   |        | <b>73:44</b> | <b>\$41,884.17</b> |           |

# **EXHIBIT 5**

# JCL Law Firm

## Transaction Report

All Dates

| DATE                                           | TRANSACTION<br>TYPE | NUM                      | NAME                       | MEMO/DESCRIPTION                                                                                                     | AMOUNT            | BALANCE  |
|------------------------------------------------|---------------------|--------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------|----------|
| Stahr v. Cube Smart (002-478)                  |                     |                          |                            |                                                                                                                      |                   |          |
| 05/25/2023                                     | Expense             |                          | One Legal LLC              | One Legal Order Number: 20489783 - Filing Fee Re: Case Management / Status<br>Conference Statement, Proof of Service | 18.62             | 18.62    |
| 05/31/2023                                     | Journal Entry       | May 2023<br>Postage      |                            | Postage for May 2023                                                                                                 | 0.84              | 19.46    |
| 05/31/2023                                     | Journal Entry       | May 2023<br>Postage      |                            | Copies for May 2023                                                                                                  | 1.90              | 21.36    |
| 06/30/2023                                     | Journal Entry       | June 2023<br>Postage     |                            | Copies for June 2023                                                                                                 | 0.40              | 21.76    |
| 07/06/2023                                     | Check               | 3324                     | JAMS                       | Invoice - 6719894                                                                                                    | 200.00            | 221.76   |
| 07/31/2023                                     | Journal Entry       | July 2023<br>Postage     |                            | Postage for July 2023                                                                                                | 0.63              | 222.39   |
| 07/31/2023                                     | Journal Entry       | July 2023<br>Postage     |                            | Copies for July 2023                                                                                                 | 0.80              | 223.19   |
| 08/31/2023                                     | Journal Entry       | August 2023<br>Postage   |                            | Copies for August 2023                                                                                               | 0.20              | 223.39   |
| 09/01/2023                                     | Expense             |                          | One Legal LLC              | One Legal Order Number: 21129627 - Filing Fee Re: Case Management/Status<br>Conference Statement, Proof of Service   | 18.62             | 242.01   |
| 09/30/2023                                     | Journal Entry       | Sept. 2023<br>Postage    |                            | Copies for September 2023                                                                                            | 0.10              | 242.11   |
| 06/27/2024                                     | Check               | 3871                     | Serratore Law              | Mediation                                                                                                            | 7,000.00          | 7,242.11 |
| 06/30/2024                                     | Journal Entry       | June 2024<br>Postage     |                            | Postage for June 2024                                                                                                | 1.28              | 7,243.39 |
| 06/30/2024                                     | Journal Entry       | June 2024<br>Copies      |                            | June 2024 Copies                                                                                                     | 0.40              | 7,243.79 |
| 09/10/2024                                     | Check               | 3964                     | Berger Consulting<br>Group | Inv. 12379                                                                                                           | 2,610.00          | 9,853.79 |
| 09/30/2024                                     | Journal Entry       | Aug/Sept. 2024<br>Print. |                            | Aug/Sept. 2024 Printing                                                                                              | 0.40              | 9,854.19 |
| 10/25/2024                                     | Expense             |                          | One Legal LLC              | One Legal Order No. 23989845 - Filing Fee Re: Proof of Service, Stipulation & Order                                  | 42.54             | 9,896.73 |
| <b>Total for Stahr v. Cube Smart (002-478)</b> |                     |                          |                            |                                                                                                                      | <b>\$9,896.73</b> |          |
| <b>TOTAL</b>                                   |                     |                          |                            |                                                                                                                      | <b>\$9,896.73</b> |          |

# **EXHIBIT 6**

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

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**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

**Honors:**

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

**Perssia Razma, Esq.**

California Bar Number 351398

Associate Attorney

**Biography:**

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

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

**Education:**

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

**Sydney Castillo-Johnson, Esq.**

California Bar Number 343881

Associate Attorney

**Biography:**

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

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

**Education:**

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

### JCL Law Firm, APC - REPORTED CASES

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

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

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

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

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

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

# **EXHIBIT 7**

**Quotation Request:**

Andrew Ward  
JCL Law Firm, A.P.C.  
award@jcl-lawfirm.com  
888.498.6999

**Case Name:**

June Stahr v. Cubesmart

**Date:**

Tuesday, October 22, 2024

**RFP Number:**

16450012

**Prepared By:**

Sean Hartranft  
Apex Class Action LLC  
Sean@apexclassaction.com  
949.878.3676

**Settlement Specifications**

|                                  |          |
|----------------------------------|----------|
| Number of Aggrieved Employees    | 421      |
| Certified Language Translation:  | Optional |
| Static Settlement Website        | No       |
| Percentage of Undeliverable Mail | 20%      |

| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

**Data Analytics and Standardization**

|                                                                                                                    |          |          |   |          |
|--------------------------------------------------------------------------------------------------------------------|----------|----------|---|----------|
| Import and Standardize Data*                                                                                       | Per Hour | \$125.00 | 2 | \$250.00 |
| Data Analyst                                                                                                       | Per Hour | \$150.00 | 2 | \$300.00 |
| *Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr. |          |          |   |          |
| Sub Total:                                                                                                         |          |          |   | \$550.00 |

**Project Management**

|                            |          |          |   |          |
|----------------------------|----------|----------|---|----------|
| Project Management         | Per Hour | \$150.00 | 2 | \$300.00 |
| Project Coordinator        | Per Hour | \$90.00  | 1 | \$90.00  |
| Data Analyst and Reporting | Per Hour | \$140.00 | 1 | \$140.00 |
| Sub Total:                 |          |          |   | \$530.00 |

**Toll-Free Contact Center, Website, Reporting & Pre-Distribution**

|                                         |             |          |   |          |
|-----------------------------------------|-------------|----------|---|----------|
| Form Set Up                             | Per Hour    | \$120.00 | 1 | \$120.00 |
| Bilingual Toll-Free Contact Center      | Static Rate | \$60.00  | 1 | \$60.00  |
| NCOA Address Update (USPS)              | Static Rate | \$50.92  | 1 | \$50.92  |
| Certified Language Translation: Spanish | Static Rate | \$700.00 | 1 | Optional |
| Settlement Status Reports               | Static Rate | \$750.00 | 1 | Waived   |
| Sub Total:                              |             |          |   | \$230.92 |



| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Distribution & Settlement Fund Management                                |           |            |     |            |
|--------------------------------------------------------------------------|-----------|------------|-----|------------|
| Settlement Calculations                                                  | Per Hour  | \$120.00   | 2   | \$240.00   |
| Account Management and Reconciliation                                    | Per Hour  | \$140.00   | 2   | \$280.00   |
| Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable) | Per Piece | \$1.25     | 421 | \$526.25   |
| USPS First Class Postage                                                 | Per Piece | \$0.73     | 421 | \$307.33   |
| Remail Distribution to Updated Address (Skip Trace)                      | Per Piece | \$2.50     | 84  | \$210.50   |
| Individual Income Tax Preparation & Reporting                            | Per Hour  | \$100.00   | 6   | \$600.00   |
| QSF Income Tax Reporting (per calendar year)                             | Per Year  | \$1,000.00 | 1   | \$1,000.00 |
| Sub Total:                                                               |           |            |     | \$3,164.08 |

| Post Distribution Reconciliation  |          |          |   |          |
|-----------------------------------|----------|----------|---|----------|
| Bank Account Reconciliation       | Per Hour | \$135.00 | 2 | \$270.00 |
| Project Management Reconciliation | Per Hour | \$100.00 | 2 | \$200.00 |
| Declarations                      | Per Hour | \$120.00 | 2 | \$240.00 |
| Sub Total:                        |          |          |   | \$710.00 |

|                                                |  |  |  |            |
|------------------------------------------------|--|--|--|------------|
| WILL NOT EXCEED:                               |  |  |  | \$5,185.00 |
| WILL NOT EXCEED INCLUDING SPANISH TRANSLATION: |  |  |  | \$5,885.00 |

Thank you for your business!

## Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.