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Attorneys for Plaintiff JAMES F. RACHAL, JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JAMES F. RACHAL, JR., an individual, on behalf
of himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ELG METALS, INC., a Pennsylvania
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 20STCV45861

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

Date: June 23, 2023

Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept.: 1

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff JAMES F. RACHAL, JR. (hereafter "Plaintiff" or "Class Representative") in this wage and
6 hour class and representative action filed against Defendant ELG METALS, INC., a Pennsylvania
7 Corporation (hereinafter "Defendant").

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

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Joint
11 Stipulation of Settlement and Release of Class and PAGA Action (hereinafter "Settlement
12 Agreement"). Attached thereto as **Exhibit "A"** is a true and correct copy of the Class Notice.

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the fully executed
14 Amendment No. 1 to the Joint Stipulation of Settlement and Release of Class and PAGA Action.

15 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the conformed January 19,
16 2023, Preliminary Approval Order.

17 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the October 25, 2022, proof
18 of filing the proposed Settlement with the LWDA.

19 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the May 30, 2023, proof of
20 filing this motion seeking final approval of this Settlement with the LWDA.

21 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC's
22 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
23 Class Counsel.

24 I. INTRODUCTION

25 9. An objective evaluation of the proposed settlement of Two Hundred Twelve Thousand,
26 Five Hundred Dollars and Zero Cents (\$212,500.00) ("Gross Settlement Amount") confirms that the
27 relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is

1 a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and
2 presided over by Hon. Steven R. Denton (Ret.), a highly regarded jurist and mediator. After deducting
3 any Court-approved attorneys' fees and costs, class representative incentive payments, administration
4 costs, and the payments to the Labor & Workforce Development Agency ("LWDA"), the net settlement
5 fund shall be distributed to the Settlement Class based on the number of Workweeks they worked while
6 employed by Defendant during the Class Period. *As of the filing of this motion, the Class greeted news*
7 *of the Settlement with unanimous approval as, at the time of the filing of this motion, all 35 Class*
8 *Members chose to participate in the Settlement.* The unanimous approval by the Settlement Class
9 evidences the clear fairness and reasonableness of the Settlement.

10 10. This Settlement provides substantial recovery to Settlement Class Members. Plaintiff
11 estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately
12 **\$101,038.27**. This will result in an average Individual Class Payment of **\$2,886.81**, and a high payment
13 of **\$3,989.86**. PAGA Group Members will receive an estimated average gross payment of **\$40.32** and a
14 high payment of **\$49.12**.

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

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

24 **II. OVERVIEW OF THE LITIGATION**

25 13. Defendant is in the business of trading, processing, and recycling raw materials for the
26 stainless-steel industry and recycles high performance materials for the aerospace industry throughout
27 California, including Los Angeles County where Plaintiff worked. Plaintiff worked for Defendant as a

1 non-exempt employee in California from September of 2003 until March 24, 2020. At all times during
2 his employment, Plaintiff earned an hourly wage and was entitled to legally complaint meal and/or rest
3 periods, minimum, regular, and overtime wages, and additional compensation in the form of non-
4 discretionary incentive wages. Throughout his employment, Plaintiff was subject to Defendant's
5 written policies and procedures contained in, among other documents, the Employee Handbook and
6 "California State Supplement."

7 14. Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant
8 asserts that it fully complied with all applicable employment laws and raised several other significant
9 defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period
10 policies, compliant wage statements, reimbursed for all required business expenses, and payment of all
11 wages upon separation.

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

18 16. On November 30, 2020, Plaintiff filed a class action complaint in the Los Angeles
19 Superior Court, Case Number 20STCV45861 (the "Action"). The Action alleged nine causes of action
20 against Defendant for: (1) Unfair Competition in Violation of California Business and Professions Code
21 §§ 17200 *et seq*; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq*; (3)
22 Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (4) Failure
23 to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to
24 Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (6) Failure to
25 Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to
26 Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202, and 203; (8) Failure to Pay
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1 Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; and (9) Violations of the
2 Private Attorney General Act at Lab. Code §§ 2698 *et. seq.* (“Class Claims”).

3 17. On March 19, 2021, Defendant filed a notice of removal of action to the Central District
4 Court, asserting diversity jurisdiction pursuant to 28 U.S.C. sections 1332(a), 1441, and 1446. The
5 Central District Court remanded the case to Los Angeles County Superior Court shortly thereafter.

6 18. Plaintiff commenced written discovery in May 2021. Defendant propounded written
7 discovery in June 2021. After responding to each Party’s respective written discovery requests, the
8 Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed to informally produce
9 additional documents and data points subject to the mediation privilege, including but not limited to,
10 all of the Class Members’ time data and certain payroll data points. As discussed *infra*, Plaintiff’s
11 counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s
12 time and payroll data.

13 19. On March 29, 2022, the Parties participated in a full day mediation with Hon. Steven
14 Denton (Ret.), a highly regarded jurist and mediator. After arms-length negotiations and bargaining,
15 the Parties reached an agreement to settle based on Judge Denton’s Mediator’s proposal and signed a
16 Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and
17 negotiated a long-form settlement agreement, which is the subject of the instant motion.

18 **III. THE SETTLEMENT BEFORE THE COURT**

19 20. The Court preliminarily approved an initial Gross Settlement Amount of Two Hundred
20 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$212,500.00) based on a total of an estimated
21 6,400 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall
22 be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Incentive Award; (3) to satisfy
23 the Class Counsel Fees and Expenses Payment; (4) to satisfy the PAGA Payment; and (5) to satisfy the
24 Settlement Administration Fees incurred in this action.

25 21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
26 the class and should be granted final approval. This is evidenced by the unanimous approval of the
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1 Settlement by the Settlement Class, the absence of any objections to the Settlement and the average
2 Individual Class Payment of \$2,886.81.

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

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

5 22. Months before filing the Action, Class Counsel began their pre-filing investigation into
6 the Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
7 Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment,
8 including time and payroll records. At the conclusion of the interviews, Class Counsel determined that
9 each of Plaintiff's complaints appeared to substantiate Plaintiff's claim that Defendant's failed to,
10 among other things, pay for all time worked, reimburse for mandatory business expenses, and provide
11 compliant meal and rest periods.

12 23. To prepare for mediation, Class Counsel requested documents and data points to further
13 evaluate Plaintiff's claims and Defendant's liability exposure to the Class Members. In response to
14 Class Counsel's request, Defendant produced, among other things, the time and payroll records for all
15 of the Class Members, aggregate workweek and pay period data, and copies of applicable handbooks,
16 policies, and agreements. In total, Defendant produced several pages of pertinent policy documents,
17 time records for Class Members, and more than 73,000 unique cells of payroll data for Class Counsel
18 to analyze.

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

23 25. BCG analyzed Defendant's time and payroll data to assist in the development of various
24 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
25 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
26 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
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meal and rest periods, and the amount of missed meal and rest period premiums paid during the Class Period.

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

27. Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by Defendant, Class Counsel believe this Agreement to be in the best interest of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

B. The Parties Settled At Mediation

28. On March 29, 2022, the Parties conducted a full-day mediation with Hon. Steven R. Denton (Ret.), a highly regarded jurist and mediator. Judge Denton helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Judge Denton's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluations of the damages. After more than eight hours of arm's length and adversarial negotiations, the mediation concluded without a settlement. However, the Parties were thereafter able to reach a settlement based on a

1 Mediator's proposal. The amount of the service awards was not negotiated until after the parties agreed
2 to the Gross Settlement Amount and many other terms. No action would likely have been taken by
3 Class Members individually, and no compensation would have been recovered for them, but for
4 Plaintiff's service on behalf of the Class.

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

6 29. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
7 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
8 aggrieved employees and consumers throughout California in wage and hour class actions and complex
9 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
10 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre
11 (Associate Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Hemming (Legal
12 Secretary), Sara Christensen (Legal Assistant), and Madelyn Uchiyama (Legal Assistant).

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

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

22 32. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
23 Employees. I have extensive experience with wage and hour class and representative actions litigation
24 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
25 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "6"** Some of the
26 major cases the Firm has undertaken are also set forth in **Exhibit "6."**

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

3 34. Finally, I have published appellate experience in *William Blanchette et al., v. The*
4 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

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

9 **D. The Total Settlement Amount is Fair and Reasonable**

10 36. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
11 Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100
12 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91
13 Cal.App.4th at 250. While the Gross Settlement Amount of Two Hundred Twelve Thousand, Five
14 Hundred Dollars and Zero Cents (\$212,500.00) represents a discount on Defendant's potential exposure
15 if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages
16 at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant
17 presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any
18 theoretical post-trial recovery may require many more years of litigation, resulting in added fees and
19 costs without any guarantee of recovery for the Class.

20 37. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
21 reasonable considering the nature and magnitude of the claims being settled and the various potential
22 impediments to recovery. Class Counsel developed varied economic damages models measuring
23 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
24 various models were informed by Class Counsel's investigation, including the analysis of a significant
25 sample of time and payroll data. As detailed in greater depth during the preliminary approval process,
26 Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of
27 the Settlement Class. The Gross Settlement Amount represents between approximately 13.8% and
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20.6% of Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

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

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

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

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

1 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
2 settlement.

3 41. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
4 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
5 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
6 drastically affect the value of Plaintiff's claims and, in fact, already has.

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

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

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of May 2023, at San Diego, California.

By: 
Jean-Claude Lapuyade

EXHIBIT 1

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ELG METALS, INC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JAMES F. RACHAL JR., an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ELG METALS, INC., a Pennsylvania
Corporation; and Does 1-50, Inclusive,

Defendant.

) Case No. 20STCV45861

) Judge: Stuart M. Rice

) Dept: SS-1

) **JOINT STIPULATION OF SETTLEMENT**
) **AND RELEASE OF CLASS AND PAGA**
) **ACTION**

) Action Filed: November 30, 2020

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**JOINT STIPULATION OF SETTLEMENT AND
RELEASE OF PAGA ACTION**

1 This Joint Stipulation of Settlement and Release of Class Action (“Agreement”) is made
2 and entered into between Plaintiff James Rachal Jr. (“Plaintiff”), individually and on behalf of the
3 proposed Settlement Class, as defined below, and Defendant ELG Metals, Inc. (“Defendant”). This
4 Agreement is subject to approval of the Court, pursuant to the California Rules of Court (“CRC”),
5 Rule 3.769(c), (d) and (e), and made for the sole purpose of attempting to consummate settlement
6 of the Action (as defined below) on a class-wide basis subject to the following terms and
7 conditions. As detailed below, in the event the Court does not enter an order granting final
8 approval of the Class Settlement (as defined below) and enter judgment, or the conditions
9 precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

10 1. **DEFINITIONS**

11 As used in this Agreement, the following terms shall have the meanings specified below.
12 To the extent terms or phrases used in this Agreement are not specifically defined below, but are
13 defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

14 1.1 **Action**. “Action” shall mean the lawsuit titled *James F. Rachal Jr. v. ELG Metals,*
15 *Inc.*, Case No. 20STCV45861 pending in the Los Angeles County Superior Court. The Complaint
16 is styled as a wage and hour putative class action and representative PAGA against Defendant,
17 alleging the following claims: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §
18 17200, et seq.; (2) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code. §§ 510 et seq;
19 (3) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And
20 The Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of
21 Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (5) Failure To Provide
22 Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (6) Failure To Reimburse
23 Employees For Required Expenses In Violation Of Cal. Lab. Code § 2808; (7) Failure To Provide
24 Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (8) Failure To Pay
25 Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197, And 1197.1; and (9) Violation Of
26 The Private Attorneys General Act (Labor Code §§2698 et seq.) (the “Action”).
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1.2 **Class Claims.** “Claims” shall mean the claims and theories asserted and causes of action alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the Action.

1.3 **PAGA Claims.** “PAGA Claims” shall mean claims for civil penalties under the PAGA predicated on the theories of liability that were set forth in the Action and Plaintiff’s notice to the LWDA.

1.4 **Class Counsel.** “Class Counsel” refers to Shani O. Zakay and Jackland K. Hom of Zakay Law Group, APLC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121; Jean-Claude Lapuyade of JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

1.5 **Class Counsel’s Attorneys’ Fees and Expenses.** “Class Counsel’s Attorneys’ Fees and Expenses” shall mean Class Counsel’s attorneys’ fees and expenses to be requested and subject to approval by the Court at the time of the Approval Hearing in an amount not to exceed one-third of the Gross Settlement Amount (Seventy Thousand Eight Hundred and Thirty Three Dollars and Thirty-Three Cents (\$70,833.33)) and reasonable documented costs not to exceed Twenty Thousand Dollars (\$20,000).

1.6 **Class Member(s)** mean all members of the Class.

1.7 **Class.** The Class is defined as all non-exempt employees of Defendant in California from January 18, 2017 to July 27, 2022.

1.8 **Class Period** means January 18, 2017 through July 27, 2022, with the sole exception that if the workweek total exceeds 6,400 by more than 10%, the Class Period shall end on the day before the workweek total exceeds 6,400.

1.9 **Court.** “Court” shall mean the Superior Court of California, County of Los Angeles.

1.10 **Defendant.** “Defendant” shall mean ELG Metals, Inc.

1.11 **Defense Counsel.** “Defense Counsel” shall mean Garrett V. Jensen and Carolina Schwalbach of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine, California 92612.

1.12 **Effective Date.** “Effective Date” shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement.

1.13 **Employee’s Taxes and Required Withholding.** “Employee’s Taxes and Required Withholding” shall mean the employee’s share of any and all applicable federal, state or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion of any Settlement Class Member’s Individual Settlement Amount that constitutes wages as set forth in Section 6, Paragraph 6.4. The Employee’s Taxes and Required Withholdings will be withheld from and paid out of the Net Settlement Amount.

1.14 **Employer’s Taxes.** “Employer’s Taxes” shall mean and refer to Defendant’s share of corporate, federal, state and/or local payroll taxes that is owed on the portion of any Settlement Class Member’s Individual Settlement Amount that constitutes wages, up to a maximum wage allocation of twenty percent (20%) as set forth in Section 6, Paragraph 6.4. The Employer’s Taxes shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

1.15 **Final Approval Date.** “Final Approval Date” shall mean the date upon which the Court enters an order of final approval of the Class Action Settlement.

1.16 **Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

1.17 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed upon settlement amount totaling Two Hundred and Twelve Thousand Five Hundred Dollars (\$212,500.00), to be paid by Defendant in full settlement of the Released Claims asserted in this case, which includes the Administration Expenses, PAGA Counsel’s Attorneys’ Fees and Expenses, and an Incentive Award. In no event shall Defendant be required to pay more than the Gross Settlement Amount with the exception of the Employers share of the payroll taxes as specified in Section 1.13 above.

1.18 **Incentive Award.** “Incentive Award” shall mean the monetary payment to the Class Representative of an amount up to \$10,000.00, for his efforts in initiating this Action, the broad release provided by him herein, the risks undertaken on behalf of the Class Members, and for the substantial benefits to be received by Class Members. The Incentive Award payment shall be reported on an IRS 1099 basis, and shall be paid in addition to the Plaintiff’s Individual Settlement Payment he is entitled as a member of the Class under the terms of this Settlement.

1.19 **Individual Settlement Payment.** “Individual Settlement Payment” means the proportionate share of the Net Settlement Amount to be distributed to each Settlement Class Member based on the number of his or her Weeks Worked during the Class Period in relation to the aggregate number of Weeks Worked by all Settlement Class Members, less any Employee’s Taxes and Required Withholdings.

1.20 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Attorneys’ Fees and Costs, Class Representative Incentive Award, Settlement Administration Fees, and the PAGA Payment. The Parties intend that the NSA shall be sufficient to pay all valid claims of Settlement Group Members. Accordingly, if for any reason the total value of Individual Settlement Payments to Settlement Group Members exceeds his amount, then payment to each Settlement Group Member will be adjusted on a pro-rate basis so that the total payout to Settlement Group Members

1 does not exceed the NSA.

2 1.21 **Notice Packet.** “Notice Packet” shall mean the Class Notice distributed to each
3 Class Member through the notice process.

4 1.22 **Opt-Out.** “Opt-Out(s)” shall mean any and all persons who timely and validly
5 request exclusion from the Class in accordance with the terms of the Class Notice.

6 1.23 **PAGA.** “PAGA” refers to the Labor Code Private Attorneys General Act of 2004,
7 Labor Code sections 2699, *et seq.*

8 1.24 **PAGA Group Members.** PAGA Group Members refers to as all non-exempt
9 employees of Defendant in California from September 18, 2019 through July 27, 2022.

10 1.25 **PAGA Payment.** “PAGA Payment” shall mean an allocation of Five Thousand
11 Dollars (\$5,000.00) to the PAGA claim, of which 75% shall be remitted to the LWDA for its
12 statutorily-set portion of the PAGA penalties and the remaining 25% shall be distributed to the
13 PAGA Group Members as part of the Net Settlement Amount.

14 1.26 **PAGA Period.** “PAGA Period” is defined as September 18, 2019 through July 27,
15 2022 .

16 1.27 **PAGA Release.** See Released Claims.

17 1.28 **Parties.** “Parties” shall mean Plaintiff (as defined below) and Defendant.

18 1.29 **Plaintiff.** “Plaintiff” and “Class Representative” shall mean Plaintiff James Rachal.

19 1.30 **Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date
20 upon which the Court enters an order preliminarily approving this Stipulation.

21 1.31 **Released Class Claims.** “Released Class Claims” shall mean all claims and theories
22 that were set forth, or that could have been set forth based on the facts alleged in the Action during
23 the Class Period, including under California Labor Code sections 201, 201.3, 202, 203, 204, 210,
24 218.5, 218.6, 223, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197,
25 1197.1, 1197.14, 1198, 1198, 1199, 2808, and related IWC Wage Orders, based on the various
26 theories of liability, including, but not limited to, Defendant’s alleged failure to: provide meal
27 periods, provide rest periods, pay for all hours worked, pay overtime wages at the correct rate, pay
28 minimum wage, provide reimbursement for business expenses, provide accurate wage statements,

and timely pay all final wages at separation of employment.

1.32 **Released PAGA Claims.** “Released PAGA Claims” shall mean all claims for civil penalties under the PAGA, including pursuant to California Labor Code sections 2698 and 2699, predicated on the theories of liability that were set forth in the Action and Plaintiff’s notice to the LWDA.

1.33 **Released Parties.** “Released Parties” shall mean Defendant and its officers, directors, managers, owners, executives, partners, exempt employees, shareholders, agents, attorneys, any of its former and present parents, subsidiaries, and affiliates, and its officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

1.34 **Settlement.** “Settlement” shall mean the settlement between Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.35 **Settlement Administrator.** “Settlement Administrator” or “Administrator” shall mean ILYM Group, INC. , the third-party settlement administrator selected by the Parties and to be approved by the Court, which the Parties have agreed will be responsible for administration of the Settlement and related matters. The Administrator’s fee and expenses are estimated to not exceed \$6,000.00 (“Administrative Expenses”).

1.36 **Settlement Class Member.** “Settlement Class Member” shall mean any and all Class Members who do not timely and validly opt-out of the Class Settlement.

1.37 **Stipulation.** “Stipulation” shall mean this Joint Stipulation of Settlement and Release of Class Action, including any attached exhibits.

2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2.1 On November 30, 2020, Plaintiff filed the Action.

2.2 The Parties agreed to explore the possibility of mediation with Hon. Steven R. Denton, Ret. and Plaintiff requested, and received, informal discovery to evaluate the claims and theories alleged. On March 29, 2022, the Parties mediated. While the Parties did not settle at the mediation, with the continued assistance of Hon. Steven R. Denton, they were able to resolve the matter based on Judge Denton’s mediator proposal, the terms of which were memorialized in a

Memorandum of Settlement executed by the Parties.

2.3 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms'-length negotiations, facilitated by an experienced and neutral mediator, taking into account all relevant factors, present and potential.

3. **ALLEGATIONS OF THE CLASS ACTION AND BENEFITS OF THE SETTLEMENT**

3.1 The extensive exchange of information conducted in this matter, as well as discussions between counsel, have been adequate to give class representatives and class counsel a sound understanding of the merits of their positions and to evaluate the worth of the claims of the Settlement Class. The information exchanged by parties through informal exchange and settlement discussions are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through class certification, dispositive motions, trial and through appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation, the potential difficulty of obtaining certification of the Action, as well as trying the claims of the Class. Class Counsel believes that the Settlement set forth in this Stipulation confers substantial benefits upon Plaintiff and the Settlement Class Members and that an independent review of this Stipulation by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the Settlement Class Members.

4. **NO ADMISSION OF ANY LIABILITY**

4.1 The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. This Agreement does not constitute, is

1 not intended to constitute, and will not be deemed to constitute, an admission of liability by
2 Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against
3 Defendant in the Action or the appropriateness of class or conditional certification. Defendant
4 denies each and all of Plaintiff's allegations in their entirety, and allege that Plaintiff and all other
5 Class Members were paid all wages owed, including minimum wages and overtime wages, were
6 properly paid all hours worked, provided all meal and rest periods, paid all wages on a timely basis,
7 received accurate itemized wage statements, paid all wages owed upon termination throughout their
8 employment, Defendant kept accurate records, were reimbursed for any business expenses, and
9 Defendant did not engage in unfair competition and/or unfair business practices.

10 4.2 Nothing in this Stipulation, nor any action taken or made in implementation thereof,
11 nor any statements, discussions, or communications, nor any materials prepared, exchanged,
12 issued, or used during the course of the negotiations leading to the Agreement and/or Stipulation, is
13 intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be
14 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
15 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
16 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.
17 Notwithstanding the foregoing, the Agreement/Stipulation may be used in any proceeding in the
18 Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement
19 or any orders or judgments of the Court entered into in connection therewith.

20 4.3 The Parties agree that Plaintiff's motion for preliminary approval of the Settlement
21 seeking certification of a class action and Defendant's agreement thereto is for purposes of the
22 Settlement only. If, for any reason, the Settlement is not approved, the stipulation for certification
23 will have no force or effect. The Parties agree that certification for purposes of the Settlement is in
24 no way an admission that class certification or conditional certification of a representative action is
25 proper under the standard applied to contested certification motions and that this
26 Agreement/Stipulation will not be admissible in this or any other proceeding as evidence that (i) a
27 class or representative action should be certified as Plaintiff proposed, or (ii) Defendant is liable to
28 Plaintiff or the Class Members as Plaintiff alleged. Further, neither this Agreement/Stipulation nor

the Court's actions with regard to this Agreement/Stipulation will be admissible in any court or other tribunal regarding the propriety of class certification for purposes other than the settlement of this Action. In the event that this Agreement/Stipulation is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action, including, but not limited to, its ability to move to compel arbitration, raise defenses in opposition to certification, contest the merits of the claim, etc.

5. **CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS COUNSEL**

5.1 **The Settlement Class.** For the purposes of this Stipulation and the Class Settlement of this Action only, the Parties stipulate to conditional class certification of the Settlement Class. Defendant's counsel believes this conditional certification is appropriate because the Released Claims are being compromised without need to establish the elements of those claims on which liability turns.

5.2 **Appointment of Class Counsel.** For purposes of this Stipulation and subject to the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the Class and the effectuation of the Class Settlement pursuant to this Stipulation.

6. **CLASS SETTLEMENT CONSIDERATION**

6.1 **Gross Settlement and Net Settlement Amounts and Distribution.** The claims of all Settlement Class Members and PAGA Members are settled for a Gross Settlement Amount of \$212,500.00. The Gross Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate consideration for the Class Settlement and will be made in full and final settlement of: (a) the Released Claims, (b) Class Attorney Fees and Expenses, (c) Administrative Expenses, (d) the Incentive Awards, (e) any other obligation of Defendant under this Stipulation (other than the Employer's Taxes and Required Withholding on the portion of the Net Settlement Amount allocated to the payment of wages). As more fully detailed in this Agreement, after the Court issues an order preliminarily approving this Class Settlement, the Settlement Administrator will distribute the Class Notice to the Settlement Class Members, which shall describe the terms of

1 the Class Settlement and procedures to opt out, object or do nothing, which shall identify the
2 Settlement Class Member, the number of workweeks worked by each Settlement Class Members.
3 The Net Settlement Amount will be allocated as follows: (1) 20% to wages and reported on an IRS
4 W-2 basis; (2) 30% to interest, to be reported on an IRS form 1099; and (3) 50% to penalties, to be
5 reported on an IRS form 1099. Defendant agrees to pay the employer's portion of the payroll taxes
6 on the portion of settlement awards allocated to W2 wages, which will be computed and paid by
7 the Settlement Administrator, but funded separately and in addition to the Gross Settlement
8 Amount.

9 6.2 **Incentive Award for Class Representative.** The Class Representative will petition
10 the Court to approve an Incentive Award in an amount up to \$10,000 for Plaintiff's efforts on
11 behalf of the Settlement Class in this Action, including assisting in the investigation and consulting
12 with Class Counsel and providing crucial documents to Class Counsel. Defendant shall not oppose
13 any request by Plaintiff for an Incentive Award up to such an amount. Any Incentive Award
14 approved by the Court shall be paid to Plaintiff from the Gross Settlement Amount and shall be in
15 addition to any distribution to which they may otherwise be entitled as a Settlement Class Member.
16 The Incentive Award shall not be considered wages, and the Settlement Administrator shall issue
17 Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be responsible for the payment
18 of any and all taxes with respect to their Incentive Awards and shall hold Defendant harmless from
19 any and all liability with regard thereto. Any reduction in the Incentive Payments shall be added to
20 the Net Settlement Amount.

21 6.3 **Payments to Settlement Class Members.** Each Class Member shall be eligible to
22 receive payment of an Individual Settlement Amount, which is a share of the Net Settlement
23 Amount based on the number of workweeks worked while employed by Defendant during the
24 Class Period. The Individual Settlement Amount for each Settlement Class Member shall be
25 calculated in accordance with section 9, Paragraph 9.2. Each Settlement Class Member, including
26 Plaintiff, assume full responsibility and liability for any employee taxes owed on their Individual
27 Settlement Amount.
28

1 6.4 **Tax Treatment and Payment.** For the purposes of calculating Employee's
2 withholding for the Individual Settlement Amounts for Settlement Class Members (including
3 payments to the Class Representative but exclusive of his Incentive Awards), the Parties agreement
4 that twenty percent (20%) of each Individual Settlement Amount shall be constituted as wages (and
5 each Settlement Class Member will be issued an IRS Form W-2 for such payment to him or her);
6 thirty percent (30%) shall be allocated to interest (and each Settlement Class Member will be
7 issued an IRS Form 1099 for such payment to him or her); and fifty percent (50%) shall be
8 allocated to penalties (and each Settlement Class Member will be issued an IRS Form 1099 for
9 such payment to him or her). Prior to final distribution, the Settlement Administrator shall calculate
10 the total Employee's Taxes and Required Withholdings due as a result of the wage portion of
11 Settlement Class Members' anticipated Individual Settlement Amounts and such actual amount
12 will be deducted from the Net Settlement Amount. Additionally, prior to the funding of the Gross
13 Settlement Sum and final distribution, the Settlement Administrator shall calculate the total
14 Employer's Taxes due on the wage portion of the Settlement Class Members' Individual
15 Settlement Amounts and issue instructions to Defendant to separately fund these tax
16 obligations/withholdings. The Parties understand that Plaintiff and the Settlement Class Members
17 who receive any payment pursuant to this Stipulation shall be solely responsible for any and all
18 other individual tax obligations associated with this Class Settlement.

19 6.5 **No Effect on Employee Benefits.** Neither the Class Settlement nor any amounts
20 paid under the Class Settlement will modify any previously credited hours, days, or weeks or
21 service under any employee benefit plan, policy or bonus program sponsored by Defendant, if any.
22 Such amounts will not form the basis for additional contributions to, benefit under, or any other
23 monetary entitlement under Defendant's sponsored benefit plans, policies or bonus programs, if
24 any. The payments made under the terms of this Stipulation shall not be applied retroactively,
25 currently, or on a going forward basis, as salary, earnings, wages, or any other form of
26 compensation for the purposes of any of Defendant's benefit plans, policies or bonus programs, if
27 any. Defendant retains the right to modify the language of its benefits plans, policies and bonus
28 programs to effect this intent and to make clear that any amounts paid pursuant to this Stipulation

are not for “weeks worked,” “weeks paid,” “weeks of service,” or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Stipulation. Defendant do not consider the Class Settlement payments “compensation” for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program sponsored by Defendant, if any.

6.6 **Class Attorney Fees and Expenses.** As part of the motion for final approval of the Class Settlement, Class Counsel may submit an application for an award of Class Attorney Fees and Expenses not to exceed Seventy Thousand Eight Hundred and Thirty Three Dollars and Thirty-Three Cents (\$70,833.33), (which is 1/3 of the Gross Settlement Amount) and the award of actual documented costs and expenses not to exceed Twenty Thousand Dollars (\$20,000), both of which shall be paid from the Gross Settlement Amount. Defendant agrees not to object to any such fee, cost or expense application up to those amounts. As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this Section. Any Class Attorney Fee and Expenses awarded by the Court shall be paid from the Gross Settlement Amount in arriving at the Net Settlement Amount and shall not constitute payment to any Settlement Class Member. If the Class Counsel voluntarily reduces the request for Class Attorney Fees and Expenses or the Court’s award of Class Attorney Fees and Expenses is less than set forth above, the Net Settlement Amount shall be increased to reflect the actual Class Attorney Fees and Expenses awarded.

6.7 **Payment of Class Attorney Fees and Expenses.** Class Attorney Fees and Expenses as awarded by the Court shall be paid by the Settlement Administrator out of the Gross Settlement Amount within thirty (30) calendar days of the Effective Date.

7. **CLAIMS ADMINISTRATION COSTS AND EXPENSES**

7.1 All costs and expenses due to the Settlement Administrator in connection with its administration of the Settlement described in the Agreement, including, but not limited to, formatting and mailing the Notice Packet by first class, U.S. Mail, performing a National Change of Address database search to update Class Member addresses prior to the initial mailing of the

1 Notice Packets, performing skip-traces to locate and update Settlement Class Members' address on
2 the return of undelivered Notice Packets, establishing a toll-free number and post office box for the
3 receipt of Class Member communications; processing Opt-Out requests (and sending those to
4 counsel for Defendant) and objections, calculating, and distributing Individual Settlement
5 Payments, and payments to PAGA Members, tax reporting, weekly status reports, and declarations
6 as needed and requested by the Parties or by the Court, among other tasks as reflected within this
7 Agreement shall be paid by the Settlement Administrator to the Settlement Administrator from the
8 Gross Settlement Amount

9 7.2 **Payment by Defendant.** The Settlement Administrator will calculate the
10 Employer's Taxes and inform Defendant of the total amount of such Employer's Taxes within five
11 days after the Effective Date. Within 15 calendar days after the Effective Date, Defendant shall
12 deposit the Gross Settlement Amount of \$212,500.00 with the Settlement Administrator to pay:
13 (1) the Class Attorney Fees and Expenses, as approved by the Court; (2) the Incentive Awards, as
14 approved by the Court; (3) the Administrative Expenses; (4) PAGA Payment of \$5,000.00 of which
15 \$3,750.00 shall be remitted to the LWDA and \$1,250 shall be distributed to the PAGA Members;
16 and (5) the balance shall be distributed to class members as part of the Net Settlement Amount.
17 Defendant shall separately pay its share of Employer Taxes to the Settlement Administrator prior to
18 the distribution of the Individual Settlement Amounts to Settlement Class Members. In no event
19 shall Defendant be obligated to pay or deposit with the Settlement Administrator more than
20 collectively \$212,500.00, plus the Employer Taxes.

21 8. **NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION**
22 **PROCESS**

23 8.1 **The Settlement Administrator.** The Settlement Administrator will be responsible
24 for mailing the Class Notice (**Exhibit 1**) to the Settlement Class Members, handling inquiries from
25 Settlement Class Members concerning the Class Notice, determination of Individual Settlement
26 Amounts, maintaining the settlement funds in an appropriate interest bearing account, preparing,
27 administering and distributing Individual Settlement Amounts to Settlement Class Members,
28 issuing a final report and performing such other duties as the Parties may direct.

1 On a weekly basis, the Settlement Administrator will provide summary information to Class
2 Counsel and Defense Counsel updating them as to the number of validated and timely objections
3 and Opt-Out Requests. The Settlement Administrator will send, via e-mail, date-stamped copies of
4 the original no later than seven days after their receipt: (1) to Defense Counsel, opt-out requests
5 and, (2) to Class Counsel and Defense Counsel, objections. The Settlement Administrator will
6 provide Class Counsel with proof of mailing of the Class Notice, without listing individual Class
7 Member names which the Settlement Administrator will file with the Court at the time Class
8 Counsel files its motion in support of the Court's Final Approval and Fairness Hearing. No later
9 than twenty (20) court days prior to the final approval hearing, the Settlement Administrator will
10 compile and deliver to Class Counsel and Defense Counsel a report with summary information
11 regarding (a) the total amount of final Individual Settlement Amounts of each Settlement Class
12 Member, (b) the number of Settlement Class Members to receive such payments, and (c) the final
13 number of Opt-Outs and objections.

14 The Administrator's fees shall be paid out of the Gross Settlement Amount. Prior to the
15 calculation and distribution of the Individual Settlement Amounts, the Settlement Administrator
16 shall calculate the total Administrative Expenses through the consideration of their services and
17 such actual amount will be deducted from the Gross Settlement Amount prior to the final
18 calculation of the Individual Settlement Amounts.

19 **8.2 Notice to the Settlement Class Members.** Notice shall be provided to Settlement
20 Class Members in the following manner: Within twenty-one (21) calendar days of Preliminary
21 Approval of the Settlement, Defendant shall provide the Settlement Administrator with the names,
22 most recent known mailing address, Social Security Numbers, the pay periods worked during the
23 PAGA Period, and the workweeks worked during the Settlement Class Period (collectively "Class
24 List and Data"). This information will not be shared with and/or provided to Class Counsel in any
25 way.

26 Within twenty eight (28) days following the Preliminary Approval Date, the Settlement
27 Administrator shall determine the number of workweeks for each Settlement Class Member, the
28 number of pay periods for each PAGA Member, populate the Settlement Class for each

1 accordingly, and send each Settlement Class Member the Class Notice via first-class, United States
2 mail. The Class Notice shall also contain an easily understood statement alerting the Class
3 Members that, unless they elect to Opt-Out of the Class Settlement, the Settlement Class Member
4 is releasing and waiving all Released Claims against the Released Parties.

5 The Notice will include, non-exclusively, information regarding the nature of the Action; a
6 summary of the substance of the Settlement; the Class and PAGA definitions; the date for the final
7 approval hearing; the formula used for the Individual Settlement Payments; the settlement
8 procedure and time period for objecting to the Settlement, disputing the number of workweeks
9 worked, or opting out from the Settlement. The Notice shall include the Class Member's estimated
10 workweeks upon which the Individual Settlement Payment is based and the estimated pay periods
11 upon which the individual PAGA Payment is based if applicable.

12 8.3 **Disputing Information In Notice Packet.** If a Class Member disputes the
13 Individual Settlement Payment or any other information on the Notice that s/he receives, the Class
14 Member may produce evidence to the Settlement Administrator for the Class Period. In order for
15 the dispute to be considered, s/he must follow the directions on the Notice of Class Action
16 Settlement.

17 Written notice of the dispute must be received by the Settlement Administrator within 45
18 calendar days of the mailing of the Notice Packet in order to be considered (the "Response
19 Deadline"). The date of mailing the Notice Packet by the Settlement Administrator to the Class
20 Member, and the date the Settlement Administrator received the Notice Packet, shall be
21 conclusively determined according to the records of the Settlement Administrator. Upon the timely
22 receipt of any disputed workweeks worked, the Settlement Administrator will notify Defense
23 Counsel in writing (e-mail constitutes a writing for this purpose) of the dispute. Defendant's
24 records will be presumed determinative, absent evidence to rebut Defendant's records, but the
25 Settlement Administrator will evaluate the evidence submitted by the Class Member and make the
26 decision as to the validity of such evidence. The Court shall make the final decision regarding any
27 Individual Settlement Payment disputes.

28

1 8.4 **Returned Notice Packet.** The Parties agree that the Administrator shall update
2 address information before transmitting notice, will skip trace returned mail that does not have a
3 forwarding address, and will re-mail Notice packets accordingly. Settlement Class Members who
4 receive re-mailed notice will have a 15-day extension of time to deliver an Opt Out, an objection,
5 or a dispute regarding the Individual Settlement Payment to the Settlement Administrator, but in no
6 event shall that time period be longer than 15 days after the end of the Notice Period.

7 The date of the postmark on the return mailing envelope shall be the exclusive means used
8 to determine whether an Opt Out, objection or dispute has been timely submitted. However,
9 regardless of the date of the postmark, any Opt Outs, objections, or disputes that are received more
10 than 45 calendar days after the date the Notice Packets were initially mailed will not be considered
11 valid. Within five (5) days prior to the final approval hearing, the Settlement Administrator shall
12 certify the number of individual Class Members who have not objected, opted out and/or timely
13 submitted a dispute.

14 8.5 **Opt Out.** In order for a Class Member to validly Opt Out from the Class and this
15 Settlement, the Class Member must sign and submit a written request to the Settlement
16 Administrator requesting that he or she be excluded from the settlement. The Opt Out must be sent
17 to the Claims Administrator by mail, fax, or email so that the Claims Administrator receives it by
18 no later than the Response Deadline. However, if an Opt Out is mailed, it will be valid if it is
19 postmarked by the date of the Response Deadline. By signing this Agreement/Stipulation, Plaintiff
20 agree that they will not Opt Out from the Class. The Parties and their respective counsel agree that
21 none of them will take any steps to encourage any Class Member to opt out of the Class or object to
22 the settlement. The date of mailing the Notice Packet, and the date the signed Opt Out was
23 received by the Settlement Administrator, shall be conclusively determined according to the
24 records of the Settlement Administrator. Any Class Member who timely and validly opts out of the
25 Class and this Settlement will not be entitled to any recovery from this Settlement, will not be
26 bound by the terms and conditions of this Agreement, and will not have any right to object, appeal
27 or comment thereon, except with respect to PAGA claims as provided hereinbelow. Upon
28 returning an Opt Out, the submitting Class Member waives the right to object to the Settlement. If

1 a Class Member submits both an Opt Out and an Objection, the Opt Out will be deemed void. If a
2 Class Member, who is also a PAGA Member, opts out of the class portion of the settlement, he/she
3 will still receive a payment from the PAGA portion of the settlement and will release the PAGA
4 Released Claims._

5 8.6 **Objections to Settlement.** In order to object to this Agreement, or any term of it,
6 the person making the objection must be a Class Member, must not opt-out, and must, by no later
7 than forty-five (45) calendar days after the Notice Packet is first mailed, file the written objection
8 with the Settlement Administrator a written statement of the grounds of objection, signed by the
9 objecting Class Member or his or her attorney, along with all supporting papers, in accordance with
10 the instructions in the Notice of Class Action Settlement. The Settlement Administrator shall serve
11 Class Counsel and Defense Counsel the written objection within three days of its receipt. The
12 written objection shall include the basis for the individual's objection, whether they are represented
13 by counsel, and shall indicate whether they intend to appear at the final fairness hearing. The date
14 of mailing of the Notice Packet to the objecting Class Member shall be conclusively determined
15 according to the records of the Settlement Administrator. Any objection that does not meet the
16 requirements of this subparagraph may still be considered by the Court, at the Court's discretion.
17 Class Members who fail to timely and validly file and serve objections in the manner specified
18 herein may still appear at the Final Fairness Hearing to make their objection orally at the Court's
19 discretion. By signing this Agreement, Plaintiff agrees that he will not object to any of the terms of
20 the Settlement.

21 In the event a Class Member returns both a timely Opt Out and an Objection, the Opt Out
22 will be deemed void.

23 9. **CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

24 9.1 **Allocation of the Gross Settlement Amount.** The claims of all Settlement Class
25 Members are settled for the maximum Gross Settlement Amount of \$212,500, which will be
26 allocated as follows:

- 27 a. The Administrative Expenses not to exceed \$6,000.00 subject to Court approval;
28

1 b. The Class Counsel Attorney Fees not to exceed \$70,833.33 and reasonable costs
2 not to exceed \$20,000.00, subject to Court approval. Attorney Fees will be allocated 50% to the
3 JCL Law Firm, APC and 50% to Zakay Law Group, APLC;

4 c. The Incentive Award, not to exceed \$10,000 to Plaintiff, subject to Court approval;
5 and

6 d. PAGA Payment of \$5,000.00 of which \$3,750.00 shall be paid to the LWDA, and
7 \$1,250 paid to the PAGA Members, allocated to each PAGA Member based on the number of pay
8 periods he/she worked during the PAGA Period in relation to the total number of pay periods
9 worked by all PAGA Members during the PAGA Period.

10 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement
11 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values
12 in Section 1(a-d) prior to sending the Notice to the Settlement Class Members. Prior to final
13 distribution, the Settlement Administrator shall calculate the final Net Settlement Amount based on
14 the actual values in Section 1(a-d).

15 9.2 **Calculation of the Individual Settlement Amounts.** Individual Settlement
16 Payments to Settlement Class Members shall be allocated as 20% to wages, 30% to interest, and
17 50% to penalties. The estimated amount of the Settlement Class Member's Individual Settlement
18 Payment will be calculated by the Administrator based on the number of Weeks Worked during the
19 Class Period divided by the total number of Weeks Worked by all Settlement Class Members. If a
20 Settlement Class Member is also a PAGA Member, they will also receive a proportionate share of
21 \$5,000 (25% of the amount allocated to PAGA) in addition to the Individual Settlement Payment as
22 calculated above. The payment under PAGA for each PAGA Member will be calculated by the
23 Administrator based on the number of pay periods employed during the PAGA period divided by
24 the total number of pay periods for all PAGA Members. The maximum amount that each
25 Settlement Class Member is entitled to receive from the Net Settlement Amount is determined by
26 dividing the Net Settlement Amount by the total number of pay periods worked during the class
27 period by the entire Settlement Class to set a per pay period amount, and then multiplying the
28 individual Settlement Class Member's pay periods worked during the same period by the per pay

1 period amount. If any Class Members opt out of the settlement, their portion will be allocated
2 towards the Net Settlement Amount.

3 All applicable legal deductions will be withheld from the wage portion of Individual
4 Settlement Payments and the appropriate W-2s and 1099s filed with the relevant taxing authorities
5 by the Settlement Administrator. The Plaintiff's Incentive awards will be in addition to their
6 allocated portion of the NSA and shall be reported on an IRS 1099 basis.

7 Defendant will provide the Settlement Administrator with any information reasonably
8 necessary to perform the calculation of number of pay periods for each Settlement Class Member,
9 and any other reasonably required information the Settlement Administrator requests to perform the
10 calculations required under this Settlement Agreement. Defendant shall have no responsibility for
11 deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to
12 this Stipulation, shall have no involvement in or responsibility for the determination or payment of
13 Employee's Taxes and Required Withholdings. Although the Settlement Administrator will
14 calculate and pay the standard Employee's Taxes and Required Withholding on the portion of the
15 Individual Settlement Amounts constituting wages on their behalf, Plaintiff and Settlement Class
16 Members
17 represent and understand that they shall be solely responsible for any and all tax obligation
18 associated with their respective Individual Settlement Amounts and Incentive Awards.

19 9.3 **Time for Payment of Attorneys' Fees and Expenses to Class Counsel.** The
20 Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses approved
21 by the Court to Class Counsel no later than thirty (30) calendar days after the Effective Date.

22 9.4 **Time for Payment of Incentive Awards to Class Representatives.** The
23 Settlement Administrator shall distribute to Plaintiff the Incentive Awards approved by the Court
24 no later than thirty (30) calendar days after the Effective Date.

25 9.5 **Time for Payment of Taxes and Required Withholding and Individual**
26 **Settlement Amounts.** The Settlement Administrator shall make every effort to pay the
27 Employee's Taxes and the Required Withholding associated with each Settlement Class Member's
28 Individual Settlement Amount and mail the Individual Settlement Amount to each Settlement Class

1 Member, by first-class U.S. mail, to the last-known address no later than thirty (30) calendar days
2 after the Effective Date. If the Settlement Administrator is not able to do so within the time period
3 set forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate
4 date by which Employee's Taxes and Required Withholding shall be paid and the Individual
5 Settlement Amounts will be mailed. Under no circumstances shall the Settlement Administrator
6 distribute checks to Settlement Class Member until all Individual Settlement Amounts have been
7 considered, calculated, and accounted for, and all of the remaining monetary obligations have been
8 calculated and accounted for. Within 240 days of the Effective Date, the Settlement Administrator
9 shall file with the Court and provide to Class Counsel a declaration of payment. In the event that
10 any Settlement Class Member is deceased, payment shall be made payable to the estate of that
11 Settlement Class Member and delivered to the executor or administrator of that estate, unless the
12 Settlement Administrator has received an affidavit or declaration pursuant to Cal. Probate Code
13 § 13101, in which case payment shall be made to affiant(s) or declarant(s).

14 9.6 **Non-Cashed Settlement Checks.** Settlement Class Member shall have one hundred
15 eighty days (180) to cash their checks. If a Notice Packet is returned as undeliverable, the
16 Individual Settlement Payment check for that Settlement Class Member will be held by the
17 Settlement Administrator subject to (2) below, unless a new address for the Settlement Class
18 Member is obtained, in which case the Notice Packet (subject to Paragraph 8.4 above) and
19 Individual Settlement Payment check will be remailed to the new address. To the extent that: (1)
20 Individual Settlement Payment checks are undeliverable, or (2) the Individual Settlement Payment
21 checks are uncashed 180 calendar days after the date listed on the check, the amount of those
22 checks shall be directed to the California State Controller for deposit in the Unclaimed Property
23 Fund in the name of the employee.

24 9.7 **Time for Payment of PAGA Payment to the LWDA.** The Settlement
25 Administrator shall distribute to the PAGA Payment to the LWDA and the PAGA Group Members
26 as approved by the Court no later than thirty (30) calendar days after the Effective Date.
27
28

1 10. **NULLIFICATION OF THIS STIPULATION**

2 10.1 **Non-Approval of the Stipulation.** If (a) the Court for any reason fails to approve
3 this Stipulation in the form agreed to by the Parties, or (b) the Court for any reason fails to enter a
4 judgment with prejudice of this Action, or (c) the approval of the Class Settlement and judgment is
5 reversed, modified or declared or rendered void, then the Class Settlement and conditional class
6 certification shall be considered null and void, and neither the Class Settlement, conditional class
7 certification, nor any of the related negotiations or proceedings shall be of any force or effect, and
8 all Parties to the Class Settlement shall stand in the same position, without prejudice, as if the Class
9 Settlement has been neither entered into nor filed with the Court. Notwithstanding the foregoing,
10 the Parties may attempt in good faith to cure any perceived defects in the Stipulation to facilitate
11 approval. In the event the Court reduces any of the amounts apportioned for Administrative Fees,
12 Class Attorney Fees and Expenses, Incentive Awards, or the portion of the PAGA Payment due to
13 the LWDA, the difference shall become part of the Net Settlement Amount.

14 10.2 **Parties' Right to Void Class Settlement.** If 10% or more of the Class Members
15 Opt Out of the Settlement, Defendant may, at its election, rescind the Settlement and all actions
16 taken in its furtherance of it will be thereby null and void. If Defendant elects to revoke the
17 agreement, Defendant shall be solely responsible for the settlement administration costs incurred
18 until the date of revocation. Defendant must exercise this right of rescission, in writing, to Class
19 Counsel, within 21 calendar days after the Claims Administrator notifies the Parties of the total
20 number of opt-outs. If the option to rescind is exercised, then Defendant shall be solely responsible
21 for all costs of the claims administration accrued to that point. Defendant also have the right to
22 withdraw from the Settlement if: (1) the Court does not execute the Preliminary and/or Final
23 Approval Orders, does not certify the Settlement Class, and/or does not certify a class releasing the
24 claims set forth herein, or otherwise makes an order inconsistent with any of the terms of this
25 Agreement, and/or (2) Plaintiff and/or Class Counsel materially breaches the Agreement. In the
26 event that (1) or (2) occur, Class Counsel and Defendant shall be equally responsible for all costs of
27 the Claims Administrator accrued to that point. Further, this Agreement may not be used or
28 introduced in further litigation between the Parties.

1 10.3 **Invalidation.** Invalidation of any material portion of the Class Settlement shall
2 invalidate the Class Settlement in its entirety, unless the Parties shall subsequently agree in writing
3 that the remaining provisions of the Class Settlement are to remain in full force and effect.

4 10.4 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class
5 Settlement and judgment, including an appeal relating to Class Counsel's attorneys' fees, the
6 judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement
7 Amount or take any other actions required by this Stipulation until all appeal rights have been
8 exhausted by operation of law.

9 11. **MOTION FOR COURT APPROVAL**

10 11.1 **Preliminary Approval.** Class Counsel will submit this Stipulation to the Court
11 along with a Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate
12 to present the Class Settlement to the Court for preliminary approval in a timely fashion. The
13 Preliminary Order shall be provided to Defendant 5 calendar days prior to filing and shall at a
14 minimum: **(1)** Conditionally certify the Settlement Class and Class Claims; **(2)** Conditionally
15 appoint Plaintiff and Class Counsel as representatives of the proposed California Settlement Class;
16 **(3)** Appoint ILYM Group, Inc. as the settlement administrator, and order the Settlement
17 Administrator to provide notice of the settlement as outlined in Section 8. Above; **(4)** Confirm that
18 the procedure for distributing the Class Notice (in Section 8) (i) constituted the best practicable
19 notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise
20 the Settlement Class of the pendency of the Action, and their right to exclude themselves from or
21 object to the proposed Class Settlement and to appear at the Final Approval and Fairness Hearing;
22 (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to
23 receive notice; and (iv) met all applicable requirements of due process, and any other applicable
24 rules or law; **(5)** Impose a stay on all litigation of the Action pending the Final Approval and
25 Fairness Hearing, or prohibit Plaintiff and/or the Settlement Class from prosecuting any claims
26 against Defendant or the Released Parties pending the Final Approval and Fairness Hearing; **(6)**
27 Order preliminary approval of the Settlement and that the Court's certification of the Settlement
28 Class and Class Claims, and all actions associated with them, are undertaken on the condition that

1 they shall be vacated if the Settlement is terminated or disapproved in whole or in part by the
2 Court, or any appellate court and/or other court of review in which event the Settlement and the
3 fact that it was entered into shall not be offered, received, or construed as an admission or as
4 evidence for any purpose, including but not limited to an admission by any Party of liability or non-
5 liability or of the certifiability of a litigation class or the appropriateness of maintaining a
6 representative action.

7 11.2 **Final Approval.** The Final Approval and Fairness Hearing shall be held before the
8 Court. At the Final Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of
9 the final order certifying the Class for settlement purposes only and approving the Class Settlement
10 as being fair, reasonable and adequate to the Settlement Class Members within the meaning of
11 California Rules of Court, Rule 3.769(c), (d) and (e) and for the entry of a final judgment of the
12 Action consistent with the terms of the Class Settlement and California Rule of Court 3.769(h) and
13 California Labor Code § 2699 (l)(2). The Final Approval Order shall be provided to Defendant
14 prior to filing and shall at a minimum explicitly adjudge that: **(1)** The Settlement Administrator has
15 fulfilled its initial notice and reporting duties under the Settlement and that the Class Notice
16 (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated,
17 under the circumstances, to apprise Settlement Class Members of the pendency of the Action, and
18 their right to exclude themselves from or object to the proposed settlement and to appear at the
19 Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to
20 all persons entitled to receive notice; and (iv) met all applicable requirements of due process, and
21 any other applicable rules or law; **(2)** The Settlement as fair, reasonable, and adequate; **(3)** Plaintiff
22 and Class Counsel may adequately represent Settlement Class Members and Settlement Class
23 Member for the purpose of entering into and implementing the Settlement; **(4)** The Settlement
24 Administrator is to execute the distribution of proceeds pursuant to the terms of this Settlement;
25 **(5)** The Final Approval order and judgment shall be final and entered forthwith; **(6)** Without
26 affecting the finality of the Final Approval order and judgment, the Court retains continuing
27 jurisdiction over Plaintiff, Defendant, and the Settlement Class Members, as to all matters
28 concerning the administration, consummation, and enforcement of this Settlement; **(7)** As of the

1 Final Approval Date, the Plaintiff, Settlement Class Members, and their Legally Authorized
2 Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries,
3 representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or
4 purporting to act for them or on their behalf, regardless of whether they have received actual notice
5 of the proposed Settlement, have conclusively compromised, settled, discharged, and provided: the
6 complete and general release (in the case of Plaintiff); the release of Class Claims (in the case of
7 the Settlement Class Member); the release of PAGA Claims (in the case of PAGA Members)
8 against Defendant and the Released Parties, and are bound by the provisions of this Settlement
9 Agreement; **(8)** All PAGA Claims are settled and the Settlement Class is prohibited from pursuing
10 a further action under PAGA for any claims pursuant to PAGA covered by the PAGA Released
11 Claims; **(9)** Notwithstanding the submission of a timely request for exclusion, all Settlement Class
12 Members are still bound by the settlement and release of the PAGA Claims or remedies under the
13 Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests for exclusion do
14 not apply to PAGA claims, and further affirms that the State's claims for civil penalties pursuant to
15 PAGA are also extinguished; **(10)** This Settlement and the Final Approval order and Judgment to
16 be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or
17 other proceedings that encompass Plaintiff's, the Settlement Class and Settlement Class Members,
18 claims released herein, and that are maintained by or on behalf of Plaintiff, the Settlement Class,
19 and Settlement Class Members and/or their heirs, estates, trustees, executors, administrators,
20 principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
21 through them or acting or purporting to act for them or on their behalf; **(11)** Plaintiff and Settlement
22 Class Members are permanently barred from filing, commencing, prosecuting, intervening in, or
23 participating (as class members or otherwise) in any other lawsuit or administrative, regulatory,
24 arbitration, or other proceeding in any jurisdiction based on the claims released herein; and
25 **(12)** The Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not,
26 and should not in any event be offered, received, or construed as evidence of, a presumption,
27 concession, or an admission by any Party of liability or non-liability or of the certifiability or non-
28 certifiability of a litigation class or collective, or that PAGA claims may validly be pursued;

provided, however, that reference may be made to this Settlement in such proceedings as may be necessary to effectuate the provisions of this Settlement. Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's determination.

12. **RELEASES AND WAIVERS**

12.1 **Release of Claims by Settlement Class.** Upon the Effective Date and Defendant's funding of the Gross Settlement Amount, each Settlement Class Member who has not submitted a timely Opt-Out, and Plaintiff, each releases the Released Parties, and each of them, of and from any and all Released Class Claims during the Class Period.

It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever settle, compromise, and discharge the Released Class Claims during the Class Period.

Each Settlement Class Member, except those who timely Opt-Out, will be bound to the release of Released Class Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

Settlement Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Amount. That section provides in pertinent part as follows:

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

12.2 **Release by the LWDA, Plaintiff, and PAGA Members.** Upon the Effective Date and Defendant's funding of the Gross Settlement Amount, the LWDA, Plaintiff, and the Aggrieved Employees shall be deemed to have released the Released Parties of any and all of the PAGA Released Claims.

12.3 **Release of Claims by Plaintiff.** Upon the Effective Date and Defendant's funding of the Gross Settlement Amount, Plaintiff, on behalf of himself and his heirs, executors, administrators, and representatives, shall and does forever release, discharge and agree to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debt and expenses (including attorney fees and costs), known or unknown, at law or in equity, which they may now have or may have after the signing of this Stipulation, arising out of or in any way connected with their employment with or assignment at Defendant including, the Released Claims, claims that were asserted or could have been asserted in the Complaint(s), Action, and any and all transactions, occurrences, or matters between the Parties occurring during the respective Class Period. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on the theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, overtime, wages, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorneys' fees and costs, and Plaintiff hereby forever release,

1 discharge and agree to hold harmless Defendant and the Released Parties from any and all claims
2 for attorney fees and costs arising out of the matters released in this Stipulation.

3 Plaintiff specifically acknowledges that he is aware and familiar with the provisions of
4 Section 1542 of the California Civil Code, or any other similar provision under federal or state law,
5 which provides:

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

10 Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights
11 and benefits he may have under Section 1542 as well as any other statutes or common law
12 principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from
13 those which they now know or believe to be true with respect to the subject matter of all the claims
14 referenced herein, but stipulate and agree that, upon the Effective Date, Plaintiff shall and hereby
15 do fully, and forever settle and release any and all claims against the Released Parties, known or
16 unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have
17 been asserted upon any theory of law or equity without regard to the subsequent discovery
18 existence of such different or additional facts.

18 13. **DUTIES OF THE PARTIES**

19 13.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
20 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
21 limited to, execution of such other documents and the taking of such other actions as may
22 reasonably be necessary to fulfill the terms of this Class Settlement. The Parties shall use their best
23 efforts, including all effects contemplated by this Stipulation and any other efforts that may become
24 necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein.
25 As soon as practicable after execution of this Stipulation, Class Counsel, with the cooperation of
26 Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval
27 of this Stipulation.
28

1 13.2 **Duty to Support and Defend the Class Settlement.** The Parties agree to abide by
2 all of the terms of the Class Settlement in good faith and to support the Class Settlement fully and
3 to use their best efforts to defend this Class Settlement from any legal challenge, whether by appeal
4 or collateral attack.

5 13.3 **Duties Prior to Court Approval.** Class Counsel shall promptly submit this
6 Stipulation to the Court for preliminary approval and determination by the Court as to its fairness,
7 adequacy, and reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall
8 apply to the Court for the entry of a preliminary order, scheduling a hearing on the question of
9 whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as to
10 the Settlement Class Members, approving as to form and content the proposed Class Notice
11 attached hereto as **Exhibit 1**, and directing the mailing of the Class Notice to Settlement Class
12 Members.

13 14. **MISCELLANEOUS PROVISIONS**

14 14.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except for
15 matters expressly represented herein, the facts in relation to the dispute and all claims released by
16 the terms of this Stipulation may turn out to be other than or different from the facts now known by
17 each party and/or its counsel, or believed by such Party or counsel to be true, and each Party
18 therefore expressly assumes the risk of the existence of different or presently unknown facts, and
19 agrees that this Stipulation shall be in all respects effective and binding despite such difference.

20 14.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they have
21 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
23 action, or right herein released and discharged except as set forth herein.

24 14.3 **Non-Admission.** Nothing in this Stipulation shall be construed as or deemed to be
25 an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other
26 Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or
27 wrongdoing toward each other or any other person. Each of the Parties has entered into this
28 Stipulation with the intention to avoid further disputes and litigation with the attendant

1 inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by
2 Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action.
3 Nothing herein shall constitute any admission by Defendant regarding the merits of the Claims in
4 this Action, including but not limited to claims for unpaid wages, failure to provide rest/meal
5 periods, failure to pay minimum, overtime or timely wages, failure to provide accurate wage
6 statements, failure to keep accurate records, failure to provide business reimbursements or unfair
7 competition/unfair business practices under California and/or other applicable. Nothing herein
8 shall constitute an admission by Defendant that the Action was properly brought as a class or
9 representative action other than for settlement purposes. To the contrary, Defendant has denied and
10 continues to deny each and every material factual allegation and all Claims. To this end, the Class
11 Settlement of the Action, the negotiation and execution of this Stipulation, and all acts performed
12 or documents executed pursuant to or in furtherance of this Stipulation or the Class Settlement are
13 not, shall not be deemed to be, and may not be used as, an admission or evidence of any
14 wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in
15 the Complaint in the Action; and are not, shall not be deemed to be, and may not be used as, an
16 admission or evidence of any fault or omission on the part of Defendant in any civil, criminal or
17 administrative proceeding in any court, administrative agency or other tribunal.

18 14.4 **Media or Press.** Plaintiff and Defendant, and their respective counsel, agree to
19 limit public comment on this Settlement, the Action, and the claims to stating that the matter has
20 been resolved to the satisfaction of both parties. Neither side will initiate public comment.

21 14.5 **Non-Retaliation.** Defendant understands and acknowledges that it has a legal
22 obligation not to retaliate against any Settlement Class Member who elects to participate in the
23 Class Settlement or elects to Opt-Out of the Class Settlement. Defendant will refer any inquiries
24 regarding this Class Settlement to the Settlement Administrator or Class Counsel and will not
25 discourage, directly or indirectly, Settlement Class Members from making claims, opting out or
26 objecting to the Class Settlement.

27 14.6 **Construction.** The Parties hereto agree that the terms and conditions of this
28 Stipulation are the result of lengthy, intensive, arms-length non-collusive negotiations between the

Parties and that this Stipulation is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Stipulation. If any of the dates in the Stipulation fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

14.7 **Governing Law.** This Stipulation is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

14.8 **Notices.** Except for Settlement Class Member notices required to be made by the Settlement Administrator, any and all notices or other communications required or permitted under this Stipulation shall be in writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S. certified mail, postage pre-paid, e-mail, facsimile, or overnight delivery addressed to the address of the party appearing in this Stipulation.

14.9 **Captions and Interpretations.** Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Stipulation or any provision thereof.

14.10 **Modification.** This Stipulation may not be changes, altered, or modified, except in writing signed by the Parties and approved by the Court. This Stipulation may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

14.11 **Integration Clause.** This Stipulation contains the entire agreement between the Parties relating to the Class Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Stipulation may be waived except in writing as provided above.

14.12 **Successors and Assigns.** This Stipulation shall be binding upon and inure to the benefit of the Parties and Settlement Class Members (excluding only persons who timely opt-out) and each of their respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent

1 companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and
2 assigns.

3 14.13 **Corporate Signatories.** Any person executing this Stipulation or any such related
4 document on behalf of a corporate signatory, limited liability company or a partnership hereby
5 warrants and promises, for the benefit of all Parties hereto, that such persons has been duly
6 authorized by such corporation, limited liability company or partnership to execute this Stipulation
7 or any such related document.

8 14.14 **Execution in Counterparts.** This Stipulation shall become effective upon its
9 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
10 execution of counterparts shall have the same force and effect as if all Settling Parties had signed
11 the same instrument.

12 14.15 **Attorney Fees, Costs and Expenses.** Except as otherwise specifically provided for
13 herein, each Party shall bear their or its own attorney fees, costs and expenses, taxable or otherwise,
14 incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any
15 other party to this Stipulation.

16 IN WITNESS WHEREOF, the Parties and their counsel have executed this Stipulation on
17 the date below their signatures of their representatives. The date of the Stipulation shall be the date
18 of the latest signature.

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October 25, 2022

CDF LABOR LAW LLP

Garrett V. Jensen
By: _____
Garrett V. Jensen, Counsel for ELG Metals,
Inc.

October 25, 2022

Chris
Niles

Digitally signed by Chris Niles
DN: cn=Chris Niles, ou=ELG
SMIME, o=ELG Haniel Metals
Corp.
Reason: I am approving this
document
Location: your signing location here
Date: 2022.10.26 10:28:59-05'00'
Foxit PDF Editor Version: 11.2.2

By: *Al Adamczak*
Al ADAMCZAK On behalf of
Defendant ELG Metals, Inc.

October 25, 2022

ZAKAY LAW GROUP, APLC

Shani O. Zakay
By: _____
Shani O. Zakay, Counsel for Plaintiff James
F. Rachal Jr.

October 25, 2022

JCL Law Firm, APC

Jean-Claude Lapuyade
By: _____
Jean-Claude Lapuyade, Counsel for Plaintiff
James F. Rachal Jr.

Oct 25, 2022
October __, 2022

James Rachal 11
By: James Rachal (Oct 25, 2022 09:34 PDT)
James F. Rachal Jr., Plaintiff

EXHIBIT A

James Rachal Jr. v. ELG Metals, Inc.
(Los Angeles Superior Court Case No. 20STCV45861)
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“Notice”)

I. WHY IT IS IMPORTANT TO READ THIS NOTICE

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE
LEGAL PROCEEDINGS IN THIS ACTION. YOU MAY BE ENTITLED TO
MONETARY COMPENSATION FROM THIS SETTLEMENT.**

YOU ARE NOT BEING SUED

You are being sent this Notice because records indicate that you were a non-exempt employee of Defendant ELG Metals, Inc. (“Defendant”) in California at any time from January 18, 2017 through July 27, 2022. This Notice relates to a proposed settlement (“Settlement”) of a Private Attorney General Act of 2004 (“PAGA”) and class action litigation brought against Defendant. If you are a Settlement Class Member, this Notice contains important information about your right to a payment from the Settlement or to be excluded from the class portion of the Settlement according to the procedures described below. If you are a PAGA Group Member, this Notice contains important information about your right to a payment from the PAGA portion of the Settlement.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, the Superior Court for the State of California, County of Los Angeles, the Honorable Stuart M. Rice, presiding, entered on [preliminary approval date order], you are hereby notified as follows:

A proposed Settlement has been reached between the parties in the lawsuit titled *James Rachal Jr. v. ELG Metals, Inc.*, Los Angeles Superior Court Case No. 20STCV45861. The Settlement is on behalf of all persons employed in the State of California by Defendant in California as an hourly, non-exempt employee at any time between January 18, 2017 through July 27, 2022, inclusive (the “Class Period”), (“Class Members”). Settlement Class Members are Class Members who do not timely and validly opt out of the Settlement. Moreover, the Settlement is also on behalf of any non-exempt employee of Defendant in California at any time between September 18, 2019 through July 27, 2022 (“PAGA Group Members” and “PAGA Period”).

Settlement Class Members’ individual recoveries may exclude recovery based on any release agreement with Defendant with respect to any wage-and-hour claim during the Class Period and based on the date the release agreement was entered. You have received this notice because Defendant’s records indicate that you are a Settlement Class Member and/or PAGA Group Member, and, therefore, entitled to a payment from the Settlement.

In addition to conditionally approving the Settlement, the Court also conditionally approved Plaintiff James Rachal (“Plaintiff” or “Named Plaintiff”) to serve as class representative, and Shani O. Zakay and Jackland K. Hom of Zakay Law Group, APLC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121; Jean-Claude Lapuyade of JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 to serve as Class Counsel.

The Court will decide whether to provide final approval of the Settlement at a court hearing schedule for , 2023 at , before the Honorable Stuart M. Rice in Department 1 of the Superior Court of California, County Los Angeles, which is located at 312 North Spring Street, Los Angeles, CA 90012 (the “Final Approval Hearing”). At the Final Approval Hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. At the Final Approval Hearing, the Court will also determine Class Counsel’s request for attorneys’ fees, litigation

1 expenses, administrative costs, penalties under Labor Code §§ 2698 et seq. and the class representative
2 incentive award. The Final Approval Hearing may be continued by the Court without further notice to the
3 Class. It is not necessary for you to appear at this Final Approval Hearing, but you are welcome to do so.

4 **II. WHAT THIS LITIGATION IS ABOUT**

5 On or about November 30, 2020, Plaintiff filed a Complaint in the Los Angeles Superior Court,
6 Case No. 20STCV45861, against Defendant, alleging the following claims: (1) Unfair Competition In
7 Violation Of Cal. Bus. & Prof. Code § 17200, *et seq.*; (2) Failure To Pay Overtime Wages In Violation Of
8 Cal. Lab. Code. §§ 510 *et seq.*; (3) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code
9 §§ 226.7 & 512 And The Applicable IWC Wage Order; (4) Failure To Provide Required Rest Periods In
10 Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (5) Failure To Provide
11 Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (6) Failure To Reimburse Employees
12 For Required Expenses In Violation Of Cal. Lab. Code § 2808; (7) Failure To Provide Wages When Due In
13 Violation Of Cal. Lab. Code §§ 201, 202 And 203; (8) Failure To Pay Minimum Wages In Violation Of Cal.
14 Lab. Code §§ 1194, 1197, And 1197.1; and (9) Violation Of The Private Attorneys General Act (Labor Code
15 §§2698 *et seq.*) (the “Action”).

16 Defendant has denied, and continues to deny, the allegations in the Action. Defendant contends that it has
17 always acted in compliance with the law. There has been no finding of any wrongdoing or liability by
18 Defendant. Defendant does not admit to any wrongdoing or liability. Defendant also does not admit that the
19 Action can or should proceed as a PAGA and/or class action. There has been no trial in this case. Instead, both
20 sides recognize the risks, expenses, and disruption associated with continued litigation and they have,
21 therefore, chosen to resolve their differences by entering the Settlement. By doing so, the Parties can avoid
22 the cost of a trial, yet PAGA Group Members and Settlement Class Members, if the court grants final approval
23 of the Settlement, are still entitled to receive payments. The Parties entered this Settlement after arm’s-length
24 negotiations while using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel
25 believe that the Settlement is fair and reasonable and is in the best interest of the PAGA Group Members and
26 Settlement Class Members.

27 Plaintiff and Defendant (where appropriate, Plaintiff and Defendant will be collectively referred to as the
28 (“Parties”)) have now reached the Settlement on behalf of the Class. Accordingly, the Parties have entered a
Joint Stipulation of Settlement and Release of Class and PAGA Action (the “Settlement Agreement”), which
the Court preliminarily approved on [Insert date of preliminary approval order].

The Parties and their respective counsel recognize the inherent risk and expense of continued proceedings
necessary to continue this Action. The Parties and their counsel have also taken into account the extensive
settlement negotiations that have been conducted. Based on the foregoing, the Parties believe the Settlement
confers substantial benefits to all Settlement Class Members, is a fair, adequate, and reasonable settlement,
and is in the best interests of all Settlement Class Members. The Court also finds that there is sufficient
evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final
determination of those issues will be made at the final hearing.

24 **III. SUMMARY OF THE SETTLEMENT TERMS**

25 The Parties have agreed to settle the Action in exchange for the Class Settlement amount of no more than
26 Two Thousand Twelve and Five Hundred Dollars (\$212,500.00) (“Gross Settlement Amount”). The Gross
27 Settlement Amount includes: (a) the Individual Settlement Payments to the Settlement Class Members; (b)
28 the attorneys' fees award to Class Counsel in an amount not to exceed Seventy Thousand Eight Hundred and
Thirty Three Dollars and Thirty-Three Cents (\$70,833.33), (c) reimbursement of costs incurred by Class
Counsel, not to exceed Twenty Thousand Dollars (\$20,000.00); (c) the Incentive Award to the Named
Plaintiff, in an amount not to exceed Ten Thousand Dollars (\$10,000.00); (d) Administrative Expenses to

the Settlement Administrator, in an amount no greater than Six Thousand Dollars and Zero Cents (\$6,000.00). ; and (e) a PAGA Payment the amount of Five Thousand Dollars (\$5,000.00), of which 75% shall be remitted to the California Labor and Workforce Development Agency ("LWDA") for its statutorily-set portion of the PAGA penalties and the remaining 25% shall be distributed to the PAGA Group Members as part of the Net Settlement Amount.

The balance that remains after the foregoing deductions for the Incentive Award to the Named Plaintiff, Class Counsel's Attorneys' Fees and Expenses, the PAGA Payment, and the Administration Expenses (the "Net Settlement Amount") will be proportionally paid to Settlement Class Members as Individual Settlement Payments according to the formula set forth below.

Individual Settlement Payments will be calculated and distributed to Settlement Class Members based on the number of his or her weeks worked during the Class Period in relation to the aggregate number of weeks worked by all Settlement Class Members, less any Employee's Taxes and Required Withholdings. Each Settlement Class Member's Individual Settlement Payment will be calculated as follows:

$$\text{Individual Settlement Payment} = \text{Net Settlement Amount} \times (\text{Individual's Number of Weeks Worked} \div \text{Aggregate Weeks Worked by all Settlement Class Members During the Class Period})$$

Based on the Settlement Administrator's review of Defendant's records, the Settlement Administrator intends to credit YOU the following number of Weeks Worked: [ADMIN TO INSERT NUMBER OF WORKWEEKS]

All PAGA Group Members will receive their share of the PAGA Payment of the Settlement regardless of whether they choose to opt out of the Class portion of the Settlement. Each PAGA Group Member's share of the PAGA Payment allocated to PAGA Group Members (\$1,250.00) will be determined by comparing the number of Pay Periods the PAGA Group Member was employed during the PAGA Period to the total number of Pay Periods all PAGA Group Members were employed during the PAGA Period. The PAGA Group Members' share of the PAGA Payment will be calculated as follows:

$$\text{Individual PAGA payment} = \$5,000 \times (\text{Individual's Number of Pay Periods Worked} \div \text{Aggregate Pay Periods Worked by all PAGA Group Members During the PAGA Period})$$

Based on the Settlement Administrator's review of Defendant's records, the Settlement Administrator intends to credit YOU the following number of Pay Periods: [ADMIN TO INSERT NUMBER OF PAY PERIODS]

IRS Forms W-2 and/or 1099 will be distributed to PAGA Group Members and Settlement Class Members and the appropriate taxing authorities reflecting the payments that PAGA Group Members and Settlement Class Members receive under the Settlement. For purposes of this Settlement, Individual Settlement Payment shall be allocated as follows: (a) twenty percent (20%) to wages and reported on an IRS W-2 basis; (b) thirty percent (30%) to interest to be reported on an IRS form 1099; and (c) fifty percent (50%) to penalties to be reported on an IRS form 1099. PAGA Group Members' portion of the PAGA Payment will be allocated one hundred percent (100%) penalties to be reported on an IRS form 1099. The wage portion of each Settlement Class Member's Individual Settlement Payment will be subject to applicable payroll taxes and withholdings.

PAGA Group Members and Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Checks made payable to Settlement Class Members shall remain negotiable for one hundred eighty (180) days. To the extent that: (1) the Notice Packet and/or the Individual Settlement Payment checks are undeliverable, or (2) the Individual Settlement Payment checks are uncashed 180 calendar days after the date listed on the check, the amount of those checks shall be directed to the California State Controller for

1 deposit in the Unclaimed Property Fund in the name of the employee. As for any undeliverable Notice, the
2 Administrator shall update address information before transmitting notice, will skip trace returned mail that
does not have a forwarding address, and will re-mail Notice packets accordingly.

3 Any Settlement Class Member who disagrees with the data used to calculate his or her claim as reflected in
4 this Notice shall be allowed to indicate and explain such disagreement by submitting a written statement
5 explaining your dispute to the Settlement Administrator. All Weeks Worked disputes must be postmarked,
6 emailed, or faxed to the Settlement Administrator no later than forty-five (45) days after the date the Notice
7 is first mailed (the "Response Deadline"). The Settlement Administrator shall resolve the disagreement with
8 the Settlement Class Member using the employee records provided by Defendant and the Settlement Class
9 Member, in consultation with Defense Counsel. Any disputes not otherwise resolved by the Settlement
Administrator and Defense Counsel concerning administration of the Settlement shall be resolved by the
Court, under the laws of the State of California. The date of the postmark on the envelope or the date of emails
or fax confirmations sent to the Settlement Administrator shall be the exclusive means used to determine
whether a Settlement Class Member has "timely" disputed the calculation or application of the formula for
determining Individual Settlement Payments.

10 IV. YOUR OPTIONS UNDER THE SETTLEMENT

11 **Option 1 — *Do Nothing: if you WANT to receive an Individual Settlement Payment***

12 Participation in this Settlement **does not** require the submission of a claim form. Accordingly, if the Court
13 grants final approval of the Settlement at the Final Approval Hearing, and you have not affirmatively opted-
14 out of the Settlement by preparing and returning an opt-out request described in Option 2 below, you will be
mailed a check for your Individual Settlement Payment, minus applicable withholdings, by the Settlement
Administrator. You will be bound by the Released Claims and all other terms of the Settlement unless you
follow Option 2 below. Defendant will not fire, punish, retaliate, or otherwise discriminate against any
15 employee because he or she chooses to participate in this Settlement.

16 **Option 2 — *Opt Out of the Class Portion Settlement: if you opt-out of the class portion Settlement, you*** 17 ***will NOT receive an Individual Settlement Payment.***

18 If you do not wish to participate in the class portion Settlement, you may exclude yourself from
19 participating by submitting a written request to the Settlement Administrator expressly and clearly
indicating that you have received this Notice, have decided not to participate in the Settlement, and desire to
be excluded or that you "opt-out" from the Settlement. If you do not submit a timely written request to opt-
out, then you will be bound by the release of claims as set forth in Section V below ("Released Claims")
and all other terms of the Settlement. Your written request (the "Opt-Out Statement") **must state (or**
20 **contain words substantially similar to) the following:**

21 "I have received the Notice of Class Action Settlement of the Action titled *James Rachal*
22 *Jr. v. ELG Metals, Inc., et al.*, Los Angeles Superior Court Case No. 20STCV45861. I
23 wish to opt out of the Settlement. I understand that by requesting to be excluded from the
Settlement Class, I will not receive any payment from the Settlement approved by the
Court in the Action."

24 The written Opt-Out Statement also must set forth your full name (including the name you used while
25 employed with Defendant(s), if different), address, last four digits of your Social Security Number, and
26 telephone number. You must sign, date, and either email, mail or fax the Opt-Out Statement to the
Settlement Administrator by First Class U.S. Mail to the address, fax number or email address below:

James Rachal Jr. v. ELG Metals, Inc., et al. Class Action Settlement
ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
T: 1-888-250-6810

If you wish to exclude yourself from this proposed Settlement, you must submit a written Opt-Out Statement to the Settlement Administrator no later than [Response Deadline].

If you submit an Opt-Out Statement that is not postmarked, emailed or faxed by [Admin to Enter Response Deadline], subject to the Court's final determination, it may be rejected and you will be included in the Settlement Class and bound by the Released Claims and all other terms of the Settlement, and you will receive the appropriate Individual Settlement Payment. Similarly, should you receive and cash a check for your Individual Settlement Payment and elect to opt-out of the Settlement, your attempt to opt-out may be deemed void and you will be included in the Settlement Class and bound by the Released Claims and all other terms of the Settlement. Similarly, if you submit both an Opt-Out Statement and an objection, your Opt-Out Statement will be deemed void. If a Class Member opts out of the class portion of the settlement, he/she will still receive a payment from the PAGA portion of the settlement and will release the PAGA claim. Stated differently, if you a PAGA Group Member, you cannot opt-out of the PAGA Settlement

Option 3 — Make an Objection With the Court and Remain a Member of the Settlement Class

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement.

If you wish to object to the Settlement, then you may do so by submitting a written objection to the Settlement Administrator. If you wish to submit a written objection to the Settlement, then you must submit your written statement to the Settlement Administrator by either mail, fax or email. A written objection must include your name, address, telephone number, last four digits of your Social Security number, name of the case and case number as follows: *James Rachal Jr. v. ELG Metals, Inc., et al.*, Case No. 20STCV45861 and must state with particularity the factual and legal basis on which any objections are asserted.

All written objections must be submitted to the Settlement Administrator by either mail, email, or fax not later than [Response Deadline]. The date of the postmark on the mailing envelope, or the date of the fax or email transmission to the Settlement Administrator shall be the exclusive means used to determine whether a written objection was timely submitted.

The Court will hear from any Settlement Class Member who attends the final approving hearing and asks to speak.

V. THE BINDING EFFECT OF THE SETTLEMENT

Upon the Court's final approval of the settlement, and funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by the settlement, Plaintiff and Settlement Class Members release all claims and theories that were set forth, or that could have been set forth based on the facts alleged in the Action during the Class Period, including under California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198, 1199, 2808, and related IWC Wage Orders, based on the various theories of liability, including, but not limited to, Defendant's alleged failure to: provide meal periods, provide rest periods, pay for all hours worked, pay overtime wages at the correct rate, pay minimum wage, provide

1 reimbursement for business expenses, provide accurate wage statements, and timely pay all final wages at
2 separation of employment. (collectively, “Released Claims”).

3 In addition, upon the funding of the Gross Settlement Amount, the LWDA, Plaintiff, and the PAGA Group
4 Members shall be deemed to have released the Released Parties, and each of them, of and from all claims for
5 civil penalties under the PAGA, including pursuant to California Labor Code sections 2698 and 2699,
6 predicated on the theories of liability that were set forth in the Action and Plaintiff’s notice to the LWDA.
7 The PAGA Released Claims will bind the PAGA Group Members even if they timely and validly opt out of
8 the Settlement Class. The scope of the PAGA Released Claims is limited to claims arising during the PAGA
9 Period (“PAGA Released Claims”).

10 The Released Parties shall mean Defendant and its officers, directors, managers, owners, executives, partners,
11 exempt employees, shareholders, agents, attorneys, and any of Defendant’s former and present parents,
12 subsidiaries, and affiliates, and its officers, directors, managers, owners, executives, partners, employees,
13 shareholders, agents, attorneys, and any other successors, assigns, or legal representatives (“Released
14 Parties”).

15 The time period covered by this release is January 18, 2017 through July 27, 2022. Settlement Class
16 Members agree not to sue or otherwise make a claim against any of the Released Parties that is in any way
17 related to the Released Class Claims. Settlement Class Members may later discover facts in addition to or
18 different from those they now know or believe to be true with respect to the subject matter of the Released
19 Class Claims, but the Settlement Class Members shall be deemed to have, and by operation of the Final
20 Order shall have, fully, finally, and forever settled and released any all of the claims released pursuant to this
21 Settlement.

22 If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the
23 Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that
24 happens, there is no assurance that: (a) any decision at trial would be in favor of any Settlement Class
25 Members; (b) a favorable trial decision, if any, would be as favorable to any Settlement Class Members as
26 the Settlement; or (c) any favorable trial decision would be upheld if an appeal was filed. The Court has
27 expressed no opinion regarding the merits of the claims asserted in the Action.

28 VI. ADDITIONAL INFORMATION

29 This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters
30 involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and
31 other papers filed in the Action, which may be inspected at the Records public window of the Superior Court
32 of California, County of Los Angeles, 312 N. Spring Street, Los Angeles, California 90012, during regular
33 business hours of each court day. To the extent there are any conflicts between this Notice and the terms of
34 Settlement Agreement, the terms of the Settlement Agreement will govern.

35 The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval
36 hearing], 2022 at [time a.m./p.m.], before Judge Stuart M. Rice located at 312 N. Spring Street, Los Angeles,
37 California 90012, Department ____.

38 This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend**
39 the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you wish to
40 appear, please see the Los Angeles County Superior Court for directions <https://my.lacourt.org/laccwelcome>.

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**DO NOT CALL OR CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR
INFORMATION ABOUT THE SETTLEMENT.**

If you have any questions about the Settlement, you may contact the Settlement Administrator at the following
addressee or numbers:

ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
T: 1-888-250-6810

EXHIBIT 2

Shani O. Zakay
Jackland K. Hom
Zakay Law Group, APLC
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Attorneys for Defendant
ELG METALS, INC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JAMES F. RACHAL JR., an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ELG METALS, INC., a Pennsylvania
Corporation; and Does 1-50, Inclusive,

Defendant.

) Case No. 20STCV45861

) Judge: Stuart M. Rice

) Dept: SS-1

) **AMENDMENT NO. 1 TO THE JOINT**
) **STIPULATION OF SETTLEMENT AND**
) **RELEASE OF PAGA ACTION**

) Action Filed: November 30, 2020

)
)

1 This Amendment No. 1 to Joint Stipulation of Settlement and Release of Class Action
2 (“Settlement Agreement”) is made and entered into between Plaintiff James Rachal Jr. (“Plaintiff”),
3 individually and on behalf of the proposed Settlement Class, of the Settlement Class, as defined
4 below, and Defendant ELG Metals, Inc. (“Defendant”).

5 **RECITALS**

6 WHEREAS, on or about October 25, 2022, Plaintiff and Defendant (collectively the
7 “Parties”) entered into the Settlement Agreement.

8 WHEREAS, the Settlement Agreement at ¶ 14.10 permits the Parties to change, alter or
9 modify the Settlement Agreement, by a signed written instrument, subject to Court approval.

10 WHEREAS, the Settlement Agreement at ¶ 1.35, provides that the Administrator’s fees are
11 estimated to not exceed \$6,000, but does not include the cost of translation and the cost of mailing
12 of the Notice in Spanish or the mailing of notice of final judgement via postcard.

13 WHEREAS, the Settlement Agreement at ¶ 8.2, provides that the Administrator shall re-mail
14 Notice Packets without including a deadline for the re-mailing.

15 WHEREAS, the Settlement Agreement at ¶ 9.1(a), provides that the Administrative Expenses
16 are not to exceed \$6,000, but does not include costs of translation and the cost of mailing of the
17 Notice in Spanish or the mailing of notice of final judgement via postcard.

18 WHEREAS, the Settlement Agreement at ¶ 11.2, does not provide how notice of a final
19 judgment will be provided to the Settlement Class Members.

20 WHEREAS, the Parties now desire to change, alter, or modify ¶ 1.35 of the Settlement
21 Agreement to update the Administrative Expenses to include the cost of translation and the cost of
22 mailing of the Notice in Spanish and mailing of final judgment via postcard.

23 WHEREAS, the Parties now desire to change, alter, or modify ¶ 9.1(a) of the Settlement
24 Agreement to update the Administrative Expenses to include the cost of translation and the cost of
25 mailing of the Notice in Spanish and mailing of final judgment via postcard.

26 WHEREAS, the Parties now desire to change, alter, or modify ¶ 8.2, to provide a deadline
27 for the Administrator to re-mail Notice Packets.

WHEREAS, the Parties now desire to change, alter, or modify ¶ 11.2, to provide how notice of final judgment will be provided to Settlement Class Member.

AMENDMENT

1. First Amendment: The Parties hereby agree to change, alter, and modify ¶ 1.35 of the Settlement Agreement as follows:

1.35 Settlement Administrator. “Settlement Administrator” or “Administrator” shall mean ILYM Group, INC., the third-party settlement administrator selected by the Parties and to be approved by the Court, which the Parties have agreed will be responsible for administration of the Settlement and related matters. The Administrator’s fee and expenses are estimated to not exceed \$7,250. (“Administrative Expenses”).

2. Second Amendment: The Parties hereby agree to change, alter, and modify ¶ 8.2 of the Settlement Agreement as follows:

8.2 Returned Notice Packet. The Parties agree that the Administrator shall update address information before transmitting notice, will skip trace returned mail that does not have a forwarding address, and will re-mail Notice packets within seven (7) days of receiving a returned Notice. Settlement Class Members who receive re-mailed notice will have a 15-day extension of time to deliver an Opt Out, an objection, or a dispute regarding the Individual Settlement Payment to the Settlement Administrator, but in no event shall that time period be longer than 15 days after the end of the Notice Period.

3. Third Amendment: The Parties hereby agree to change, alter, and modify ¶ 9.1(a) of the Settlement Agreement as follows:

9.1 Allocation of the Gross Settlement Amount. The claims of all Settlement Class Members are settled for the maximum Gross Settlement Amount of \$212,500, which will be

(a) The Administrative Expenses not to exceed \$7,250 subject to Court approval.

1
2 4. Fourth Amendment: The Parties hereby agree to change, alter, and modify ¶ 11.2 of the
3 Settlement Agreement as follows:

4 The Final Approval and Fairness Hearing shall be held before the Court. At the Final
5 Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of the
6 final order certifying the Class for settlement purposes only and approving the Class
7 Settlement as being fair, reasonable and adequate to the Settlement Class Members
8 within the meaning of California Rules of Court, Rule 3.769(c), (d) and (e) and for
9 the entry of a final judgment of the Action consistent with the terms of the Class
10 Settlement and California Rule of Court 3.769(h) and California Labor Code § 2699
11 (l)(2). The Final Approval Order shall be provided to Defendant prior to filing and
12 shall at a minimum explicitly adjudge that: **(1)** The Settlement Administrator has
13 fulfilled its initial notice and reporting duties under the Settlement and that the Class
14 Notice (i) constituted the best practicable notice; (ii) constituted notice that was
15 reasonably calculated, under the circumstances, to apprise Settlement Class Members
16 of the pendency of the Action, and their right to exclude themselves from or object to
17 the proposed settlement and to appear at the Final Approval Hearing; (iii) was
18 reasonable and constituted due, adequate, and sufficient notice to all persons entitled
19 to receive notice; and (iv) met all applicable requirements of due process, and any
20 other applicable rules or law; **(2)** The Settlement as fair, reasonable, and adequate; **(3)**
21 Plaintiff and Class Counsel may adequately represent Settlement Class Members and
22 Settlement Class Member for the purpose of entering into and implementing the
23 Settlement; **(4)** The Settlement Administrator is to execute the distribution of proceeds
24 pursuant to the terms of this Settlement; **(5)** The Final Approval order and judgment
25 shall be final and entered forthwith; **(6)** Without affecting the finality of the Final
26 Approval order and judgment, the Court retains continuing jurisdiction over Plaintiff,
27 Defendant, and the Settlement Class Members, as to all matters concerning the
28 administration, consummation, and enforcement of this Settlement; **(7)** As of the Final

1 Approval Date, the Plaintiff, Settlement Class Members, and their Legally Authorized
2 Representatives, heirs, estates, trustees, executors, administrators, principals,
3 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
4 through them or acting or purporting to act for them or on their behalf, regardless of
5 whether they have received actual notice of the proposed Settlement, have
6 conclusively compromised, settled, discharged, and provided: the complete and
7 general release (in the case of Plaintiff); the release of Class Claims (in the case of the
8 Settlement Class Member); the release of PAGA Claims (in the case of PAGA
9 Members) against Defendant and the Released Parties, and are bound by the
10 provisions of this Settlement Agreement; **(8)** All PAGA Claims are settled and the
11 Settlement Class is prohibited from pursuing a further action under PAGA for any
12 claims pursuant to PAGA covered by the PAGA Released Claims; **(9)**
13 Notwithstanding the submission of a timely request for exclusion, all Settlement Class
14 Members are still bound by the settlement and release of the PAGA Claims or
15 remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969
16 (2009), as requests for exclusion do not apply to PAGA claims, and further affirms
17 that the State's claims for civil penalties pursuant to PAGA are also extinguished; **(10)**
18 This Settlement and the Final Approval order and Judgment to be binding on, and
19 have *res judicata* and preclusive effect in, all pending and future lawsuits or other
20 proceedings that encompass Plaintiff's, the Settlement Class and Settlement Class
21 Members, claims released herein, and that are maintained by or on behalf of Plaintiff,
22 the Settlement Class, and Settlement Class Members and/or their heirs, estates,
23 trustees, executors, administrators, principals, beneficiaries, representatives, agents,
24 assigns, and successors, and/or anyone claiming through them or acting or purporting
25 to act for them or on their behalf; **(11)** Plaintiff and Settlement Class Members are
26 permanently barred from filing, commencing, prosecuting, intervening in, or
27 participating (as class members or otherwise) in any other lawsuit or administrative,
28 regulatory, arbitration, or other proceeding in any jurisdiction based on the claims

1 released herein; and **(12)** The Settlement provided for herein, and any proceedings
2 undertaken pursuant thereto, are not, and should not in any event be offered, received,
3 or construed as evidence of, a presumption, concession, or an admission by any Party
4 of liability or non-liability or of the certifiability or non-certifiability of a litigation
5 class or collective, or that PAGA claims may validly be pursued; provided, however,
6 that reference may be made to this Settlement in such proceedings as may be
7 necessary to effectuate the provisions of this Settlement. Class Counsel and Defense
8 Counsel shall submit to the Court such pleadings and/or evidence as may be required
9 for the Court's determination. The Administrator shall give Settlement Class
10 Members notice of final judgment via postcard mailing.

11
12 All other terms of the Agreement shall remain the same.

13 IN WITNESS WHEREOF, the Parties and their counsel have executed this Amendment to
14 the Stipulation on the date below their signatures of their representatives. The date of the Amendment
15 to the Stipulation shall be the date of the latest signature.

December 30, 2022

CDF LABOR LAW LLP

Garrett V. Jensen
By: _____
Garrett V. Jensen,
Counsel for ELG Metals, Inc.

~~XXXXXXXXXXXX~~
~~December 30, 2022~~
January 3, 2023

By: *Chris Niles*
AL ADAMEZAR On behalf of
Defendant ELG Metals, Inc.

Digitally signed by Chris Niles
DN: cn=Chris Niles, o=ELG Metals, cn=Chris Niles, email=chris.niles@elgmetals.com
Reason: I am approving this document
Date: 2023.01.03 07:26:13-0500
First PDF Reader Version: 12.0.2

December __, 2022

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay,
Counsel for Plaintiff James F. Rachal Jr.

December __, 2022

JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade,
Counsel for Plaintiff James F. Rachal Jr.

December __, 2022

By: _____
James F. Rachal Jr., Plaintiff

December __, 2022

CDF LABOR LAW LLP

By: _____
Garrett V. Jensen,
Counsel for ELG Metals, Inc.

December __, 2022

By: _____

_____ On behalf of
Defendant ELG Metals, Inc.

January 4, 2023
December __, 2022

ZAKAY LAW GROUP, APLC

By:  _____
Shani O. Zakay,
Counsel for Plaintiff James F. Rachal Jr.

January 4, 2023
December __, 2022

JCL LAW FIRM, APC

By:  _____
Jean-Claude Lapuyade,
Counsel for Plaintiff James F. Rachal Jr.

January 1, 2023
December __, 2022

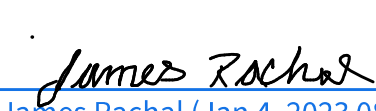
By:  _____
[James Rachal \(Jan 4, 2023 08:29 PST\)](#)
James F. Rachal Jr., Plaintiff

EXHIBIT 3

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
 Sydney Castillo-Johnson (State Bar #343881)
 Monnett De La Torre (State Bar #272884)
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 599-8292
 Facsimile: (619) 599-8291
jlapyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

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

Attorneys for Plaintiff JAMES F. RACHAL, JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**

JAMES F. RACHAL, JR., an individual, on
 behalf of himself, and on behalf of all persons
 similarly situated,

Plaintiff,

v.

ELG METALS, INC., a Pennsylvania
 Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 20STCV45861

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

Date: ~~November 18, 2022~~ January 12, 2023
 Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
 Dept.: 1

FILED
 Superior Court of California
 County of Los Angeles

01/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 This matter having come before the Honorable Judge Stuart M. Rice of the Superior Court of the
2 State of California, in and for the County of Los Angeles, at 10:30 a.m. on ~~November 18, 2022~~, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC as counsel for plaintiff JAMES F. RACHAL, JR. ("Plaintiff"), and Garrett V. Jensen,
5 Esq., and Carolina A. Schwalbach, Esq. of CDF Labor Law, LLP appearing for defendant ELG
6 METALS, INC., (hereinafter "Defendant"). The Court, having carefully considered the briefs,
7 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
8 GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Joint Stipulation of Settlement and Release of Class
11 and PAGA Action ("Settlement Agreement" or "Agreement"), a true and correct copy of which is
12 attached hereto as **Exhibit "1"**. This is based on the Court's determination that the Settlement
13 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of
14 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Two Hundred Twelve Thousand, Five Hundred Dollars (\$212,500.00). It
19 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
20 reasonable as to all Class Members when balanced against the probable outcome of further litigation
21 relating to certification, liability, and damages issues. It further appears that investigation and research
22 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial additional
24 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28

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

5. Plaintiff seeks an award of Class Counsel's Attorneys' Fees and Expenses not to exceed one-third of the Gross Settlement Amount, currently estimated to be Seventy Thousand Eight Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$70,833.33) plus costs and expenses not to exceed Twenty Thousand Dollars (\$20,000), and proposed Incentive Award to the Class Representative, James F. Rachal, Jr., in an amount not to exceed Ten Thousand Dollars (\$10,000). Plaintiff seeks Administrative Costs in an amount not to exceed Seven Thousand, Two Hundred Fifty Dollars (\$7,250), which includes the costs for certified Spanish translation. While these awards and costs appear to be within the range of reasonableness, the Court will not approve Class Counsel's Attorneys' Fees and Expenses, Incentive Award, and Administrative Costs until the Final Approval Hearing.

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

“All non-exempt employees of Defendant in California from January 18, 2017 to July 27, 2022.”

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other

1 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
2 to act as counsel for the Class Representative in his individual capacity and as the representative of the
3 Class Members.

4 8. The Court provisionally appoints plaintiff JAMES F. RACHAL, JR., as the
5 representative of the Class.

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

8 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
9 Class Action Settlement (“Class Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds
10 that the notice appears to fully and accurately inform the Class Members and PAGA Group Members
11 of all material elements of the proposed Settlement, including right of any Class Member to be excluded
12 from the Class by submitting a written request for exclusion, and of each Class Member’s right and
13 opportunity to object to the Settlement. The Court further finds that the distribution of the notice
14 substantially in the manner and form set forth in the Agreement and this Order meets the requirements
15 of due process, is the most reasonable notice under the circumstances, and shall constitute due and
16 sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class
17 mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within
19 twenty-one (21) calendar days of this order, Defendant shall provide, to the Settlement Administrator
20 the Class Data, including information regarding Class Members that Defendant will in good faith
21 compile from its records, including each Class Member’s full name; most recent known mailing
22 address; Social Security Number; the number of pay periods worked for each Settlement Class Member
23 and PAGA Group Member. Within thirty (30) calendar days after the date of preliminary approval, the
24 Settlement Administrator shall mail the Class Notice to all identified, potential Class Members via first
25 class U.S. Mail using the most current mailing address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the

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

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

18 14. A final approval hearing shall be held before this Court on **June 23, 2023 at 10:30 AM**
19 in Department 1 of the Los Angeles County Superior Court to determine all necessary matters
20 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
21 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
22 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
23 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
24 to the Class; and to finally approve the Class Counsel's Attorneys' Fees and Expenses, Incentive
25 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
26 and the motion for Class Counsel's Attorneys' Fees and Expenses and Incentive Award shall be filed
27 with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

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

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

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

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

4
5
6 Dated: 01/19/2023



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over a horizontal line.

Stuart M. Rice / Judge
JUDGE OF THE SUPERIOR COURT

EXHIBIT 4

Natalia Michele

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, October 25, 2022 3:54 PM
To: Natalia Michele
Subject: Thank you for your Proposed Settlement Submission

10/25/2022 03:52:16 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 5

EXHIBIT 6

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

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

Biography:

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

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

- *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. 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);