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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

JIE XU, individually and on behalf of all
persons similarly situated

Plaintiffs,

vs.

HT MULTINATIONAL, INC., a California
Corporation; CHTC (USA), INC., a California
Corporation; HT INDUSTRIES, INC., a
Corporation, and Does 1 through 50, Inclusive,

Defendants.

Case No. CIVDS2015679

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

Hearing Date: December 12, 2022

Hearing Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept: S-26

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 JIE XU (hereafter "Plaintiff" or "Class Representative") in this wage and hour class action
6 filed against Defendants HT MULTINATIONAL, INC. dba HT INDUSTRIES, INC. and CHTC
7 (USA), INC. (hereinafter collectively "Defendants").

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 "A"** are true and correct copies of the fully executed
11 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter
12 collectively "Settlement Agreement").

13 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the conformed July 15, 2022,
14 Preliminary Approval Order.

15 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the June 21, 2022, proof of
16 filing the proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit "D"** is true and correct copy of the November 15, 2022, proof
18 of filing this motion seeking final approval of this Settlement with the LWDA.

19 7. Attached hereto as **Exhibit "E"** is a true and correct copy of the JCL Law Firm, APC,
20 "Time and Billing Journal" as of November 15, 2022.

21 8. Attached hereto as **Exhibit "F"** is a true and correct copy of the JCL Law Firm, APC,
22 "Transaction Summary" as of November 15, 2022.

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

25 I. INTRODUCTION

26 10. An objective evaluation of the proposed settlement of One Hundred Fifty Thousand
27 Dollars (\$150,000.00) ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the

1 Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial,
2 and non-collusive negotiations, between experienced counsel, and presided over by Phyllis Cheng, Esq.,
3 a respected mediator of wage and hour class and representative actions. Although the mediation with
4 Mediator Cheng was unsuccessful, the parties continued to engage in several months of arms-length
5 negotiations and reached an agreement to settle the Action. After deducting any Court-approved
6 attorneys' fees and costs, class representative incentive payments, administration costs, and the
7 payments to the Labor & Workforce Development Agency ("LWDA"), the net settlement fund shall be
8 distributed to the Settlement Class based on the number of Workweeks they worked while employed
9 by Defendants during the Class Period.

10 11. This Settlement provides substantial recovery for Defendants' alleged wage and hour
11 violations. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount
12 of approximately \$65,000.00. This will result in an average Individual Settlement Payment of
13 **\$2,166.67**, a high payment of **\$7,325.77** and a low payment of **\$86.22**. Aggrieved Employees will
14 receive an estimated average gross payment of **\$23.91**, a high payment of **\$66.00**, and a low payment
15 of **\$1.00**.

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

21 13. Considered as a whole, the \$150,000 represents between approximately 12.03%
22 ("Aggressive Model") and 25.02% ("Conservative Model") of Defendants' *class-wide* liability
23 exposure identified by Class Counsel at the time of mediation. Under *Kullar v. Foot Locker Retail, Inc.*,
24 168 Cal.App.4th 116 (2008), this Settlement is a fair and reasonable recovery on these claims (which
25 were subject to considerable uncertainty, both as to the merits and certification). The response of the
26 Class has been positive.

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

II. OVERVIEW OF THE LITIGATION

15. Defendants are California Corporations. Defendants are in the business of importing and selling buses and bus parts throughout the United States, including California. Plaintiff worked for Defendants as an exempt employee in California from approximately March of 2019 to March of 2020. Throughout her employment, Plaintiff alleges Defendants failed to pay her a monthly salary of at least two times the applicable minimum wage in violation of Cal. Labor Code section 515. As a result, Plaintiff alleges that she was misclassified and denied legally mandated meal and rest periods, minimum wages, and overtime compensation. Throughout her employment, Plaintiff was subject to Defendants' written policies and procedures contained in, among other documents, the "Employee Handbook."

16. Generally, Plaintiff claims that Defendants, as a result of the alleged misclassification, failed to pay her minimum wages, overtime wages, failed to provide compliant meal and rest periods, failed to provide accurate itemized wage statements, and failed to pay all wages due at the time of her separation. Defendants forcefully deny liability as to all of Plaintiff's claims and assert that they fully complied with all applicable employment laws. Further, Defendants contend that it provided Plaintiff and the alleged aggrieved employees compliant meal and rest periods, compliant wage statements, and timely paid all wages due upon separation of employment.

17. On May 18, 2020, Plaintiff filed a Notice of Violations (“PAGA Notice”) with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendants. Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendants’ alleged violations of various California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of her intent to pursue claims under the California Labor Code Private Attorneys General Act, Cal. Lab. Code sections 2698, *et seq.* (“PAGA”).

1 18. On July 27, 2020, Plaintiff filed a class action complaint in the San Bernardino Superior
2 Court, Case Number CIV-DS2015679 for: (1) Unfair Competition in Violation of Business and
3 Professions Code §§ 17200, *et seq.*; (2) failure to provide required meal periods in violation of
4 California Labor Code §§ 226.7 and 512; (3) failure to provide required rest periods in violation of
5 California Labor Code §§ 226.7 and 512; (4) failure to pay minimum wages in violation of California
6 Labor Code §§ 1194, 1197, and 1197.1; (5) failure to pay overtime wages in violation of California
7 Labor Code §§ 510 *et seq.*; (6) failure to provide accurate itemized wage statements in violation of
8 California Labor Code § 226; (7) failure to provide wages when due in violation of California Labor
9 Code §§ 201, 202, and 203; and (8) violations of the California Labor Code Private Attorney General
10 Act [Labor Code §§ 2698 *et seq.*].

11 19. The Parties commenced written and deposition discovery in November 2020. After each
12 Party responded to formal discovery requests, the Parties collectively agreed to mediate the Action. To
13 prepare for mediation, the Parties agreed to informally produce additional documents and data points
14 subject to the mediation privilege, including but not limited to, employee handbooks, the Class
15 Members' time data, and certain payroll data points. As discussed *infra*, Plaintiff's counsel retained
16 the Berger Consulting Group ("BCG"), to analyze Defendants' time and payroll data.

17 20. On June 22, 2021, the Parties participated in a mediation with Phyllis Cheng, Esq., a
18 respected mediator of wage and hour class and representative actions. Although the mediation was
19 unsuccessful, the parties continued to negotiate and engage in discovery including the taking of
20 Plaintiff's deposition. After several months of arms-length negotiations, the parties reached an
21 agreement to settle this action. After reaching an agreement in principle, the parties drafted and
22 negotiated a long-form settlement which is the subject of the instant motion.

23 **III. THE SETTLEMENT BEFORE THE COURT**

24 21. The Court preliminarily approved an initial Gross Settlement Amount of One Hundred
25 Fifty Thousand Dollars (\$150,000.00) based on a total of an estimated 2,963 Workweeks worked by
26 the Class during the Class Period. The Gross Settlement Amount shall be used: (1) to satisfy Individual
27 Settlement Payments; (2) to satisfy the Class Representative Service Award; (3) to satisfy the Class

1 Counsel Award; (4) to satisfy the PAGA Settlement; and (5) to satisfy the Settlement Administration
2 Costs incurred in this action.

3 22. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
4 the class and should be granted final approval. This is evidenced by the unanimous approval of the
5 Settlement by the Settlement Class, the absence of any objections to the Settlement and the average
6 Individual Settlement Payment of \$2,166.67.

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

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

9 23. Months before filing the Action, Class Counsel began its pre-filing investigation into
10 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
11 Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment,
12 including her wage statements, separation documents, and portions of Defendants' handbooks. At the
13 conclusion of the interviews, Class Counsel determined that each Plaintiff's complaints justified further
14 inquiry.

15 24. To prepare for mediation, Class Counsel requested documents and data points to further
16 evaluate Plaintiff's claims and Defendants' liability exposure to the Class Members. In response to
17 Class Counsel's request, Defendants produced, among other things, time and payroll records for some
18 of the Class Members, aggregate workweek and pay period data, and copies of applicable handbooks,
19 policies, and agreements. In total, Defendants produced approximately 593 pages of time and payroll
20 data for Class Counsel to analyze.

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

26 26. BCG analyzed Defendants' time and payroll data to assist in the development of various
27 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
28

number of workweeks, pay periods, average length of shifts and average number of hours worked per week. BCG also estimated the number of missed, late, or truncated meal and rest periods, and the amount of missed meal and rest period premiums paid during the Class Period.

27. Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data.

B. The Parties Settled Following Mediation

28. On June 22, 2021, the Parties conducted a full day mediation with Phyllis Cheng, Esq., a respected mediator of wage and hour class and representative actions. Mediator Cheng 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 Mediator Cheng's assistance. After a full day of arm's length and adversarial negotiations, the mediation concluded without a settlement. Although the mediation with Mediator Cheng was unsuccessful, the parties continued to engage in several months of arms-length negotiations and reached an agreement to settle the Action.

C. Class Counsel is Experienced in Similar Litigation

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

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

adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

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

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

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

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

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

D. The Gross Settlement Amount is Fair and Reasonable

36. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of One Hundred Fifty Thousand Dollars (\$150,000.00) represents a discount on Defendants' potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendants presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial recovery may

1 require many more years of litigation, resulting in added fees and costs without any guarantee of
2 recovery for the Class.

3 37. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
4 reasonable considering the nature and magnitude of the claims being settled and the various potential
5 impediments to recovery. Class Counsel developed varied economic damages models measuring
6 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The
7 various models were informed by Class Counsel's investigation, including the analysis of a significant
8 sample of time and payroll data. As detailed in greater depth during the preliminary approval process,
9 Class Counsel projected a range of Defendants' liability exposure for the claims asserted on behalf of
10 the Settlement Class. The Gross Settlement Amount represents between approximately 12.03%
11 ("Aggressive Model") and 25.02% ("Conservative Model") of Defendants' *class-wide* liability
12 exposure as estimated by Class Counsel at the time of mediation.

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

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

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

21 40. With respect to the most immediate challenge, i.e., class certification, the risks attendant
22 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
23 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
24 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
25 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
26 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
27 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor

1 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
2 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
3 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
4 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
5 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
6 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
7 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
8 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
9 certification of driver meal and rest period claims based on the predominance of individual issues).
10 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
11 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
12 settlement.

13 41. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless
14 recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat
15 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
16 drastically affect the value of Plaintiff’s claims and, in fact, already has.

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

25 43. Class Representative and Class Counsel recognize the expense and length of a trial
26 against Defendants through possible appeals which could take another three years. In arriving at their
27 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
28

1 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
2 of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in
3 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
4 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an
5 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
6 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative
7 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
8 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

9 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

10 44. Here, Plaintiff and Defendants negotiated a good faith PAGA Settlement in the amount
11 of \$5,000 which is 3.3% of the Gross Settlement Amount. As illustrated above, this amount falls well
12 within the range of approved PAGA Settlements. Seventy-Five percent (75%) of the PAGA Settlement
13 (\$3,750.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent
14 (25%) (\$1,250.00) to be distributed to the Aggrieved Employees, which is within the range of PAGA
15 penalties approved by courts and should be approved.

16 45. Further on June 21, 2022 Class Counsel gave the LWDA notice of this Settlement and
17 proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with
18 the LWDA. On November 15, 2022, Plaintiff gave the LWDA notice of this motion seeking final
19 approval of this settlement.

20 I declare under the penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct. Executed this 15th day of November 2022, at San Diego, California.

22 **JCL LAW FIRM, APC**

23 By: 
24 Jean-Claude Lapuyade

EXHIBIT A

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

JIE XU, individually and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

HT MULTINATIONAL, INC., a California
Corporation; CHTC (USA), INC., a California
Corporation; HT INDUSTRIES, INC., a
Corporation; and Does 1 through 50, Inclusive,

Defendants.

Case No.: CIVDS 2015679

[Action Filed 07/27/2020]

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

Judge: Honorable David Cohn
Dept.: S-26

1 This Stipulation of Settlement of Class and PAGA Action and Release of Claims is entered
2 into by and between plaintiff JIE XU (hereinafter “Plaintiff”), an individual, on behalf of the
3 Settlement Class, and in her representative capacity on behalf of the State of California and the
4 Aggrieved Employees, and Defendants HT MULTINATIONAL, INC. dba HT INDUSTRIES, INC.,
5 and CHTC (USA), INC. (hereinafter collectively “Defendants”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class and PAGA action lawsuit *Xu v. HT*
8 *Multinational, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDS
9 2015679, filed July 27, 2020.
- 10 B. “Aggrieved Employees” shall mean all of Defendants’ current and former employees,
11 classified at some point within the PAGA period as exempt but not paid two times the
12 minimum wage who were employed in California during any portion of the PAGA
13 Period.
- 14 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
15 Class and PAGA Action and Release of Claims.
- 16 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
17 Shani Zakay of Zakay Law Group, APLC.
- 18 E. “Class Counsel Award” means the award of fees and expenses that the Court
19 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
20 and the Settlement Class in the Action, consisting of attorneys’ fees not to exceed
21 one-third of the Gross Settlement Amount currently estimated to be \$50,000.00 out
22 of \$150,000.00 plus costs of up to \$15,000.00. Attorneys’ fees will be divided
23 equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law
24 Group, APLC).
- 25 F. “Class Data” means information regarding Class Members that Defendants will in
26 good faith compile from its records and provide to the Settlement Administrator. It
27 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
28

Member's full name; last known address; Social Security Number; and all dates on which the Class Member performed work for Defendants.

G. "Class Members" or the "Class" means all of Defendants' current and former employees, classified at some point within the Class Period as exempt but not paid two times the minimum wage, employed in California during the Class Period.

H. "Class Period" means the period from April 6, 2016 through April 23, 2022.

I. "Class Representative Service Award" means the amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her pro-rata share of the PAGA Settlement, in recognition of her efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of claims including a Civil Code 1542 waiver releasing the Released Parties (defined below).

J. "Class Representative" shall mean plaintiff JIE XU.

K. "Court" means the Superior Court for the State of California, County of San Bernardino currently presiding over the Action.

L. "Defendants" shall mean HT Multinational, Inc. dba HT Industries, Inc. and CHTC (USA), Inc.

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

- 1 N. "Funding Date" shall mean twenty (20) calendar days after the Effective Date and is
2 the date Defendants transfer the Gross Settlement Amount into the QSF in accord
3 with the terms of this Agreement.
- 4 O. "Gross Settlement Amount" means the total sum of One Hundred Fifty Thousand
5 Dollars (\$150,000.00) that Defendants must collectively pay into the QSF in
6 connection with this Settlement, inclusive of the sum of the Individual Settlement
7 Payments, the Class Representative Service Award, the employee side taxes, the
8 Class Counsel Award, PAGA Settlement and the Settlement Administration Costs
9 and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment
10 under this Settlement.
- 11 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
12 Amount to each Settlement Class Member and excludes any amounts distributed to
13 Aggrieved Employees pursuant to PAGA.
- 14 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
15 Counsel Award, Class Representative Service Award, PAGA Settlement, and
16 Settlement Administration Costs.
- 17 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
18 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
19 than formatting changes to facilitate printing by the Settlement Administrator).
- 20 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
21 Labor Code § 2698 *et seq.*
- 22 T. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
23 for each Aggrieved Employee divided by the sum total of the pay periods for all
24 Aggrieved Employees during the PAGA Period.
- 25 U. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
26 Employee Payment, as defined herein, means the number of pay periods of
27 employment during the PAGA Period that each Aggrieved Employee worked in
28 California.

- 1 V. "PAGA Period" means the period from April 6, 2019 through April 23, 2022.
- 2 W. "PAGA Settlement" shall mean Five Thousand Dollars (\$5,000) to be allocated from
- 3 the Gross Settlement Amount.
- 4 X. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
- 5 Plaintiff or Defendants, individually.
- 6 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
- 7 by the sum total Workweeks for all Class Members.
- 8 Z. "Plaintiff" shall mean JIE XU.
- 9 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
- 10 by the Settlement Administrator to fund the Gross Settlement Amount.
- 11 BB. "Released Class Claims" means all class claims alleged in the operative complaint or
- 12 that could have been stated based on the facts alleged in the Action, including but not
- 13 limited to federal and state wage and hour claims (including all claims under the
- 14 California Labor Code and/or Fair Labor Standards Act) for unpaid wages, minimum
- 15 wage, overtime, wages for off-the-clock work, meal periods, rest periods, wage
- 16 statement violations, waiting time penalties, failure to maintain records, interest,
- 17 penalties, and attorneys' fees, unfair competition and the related provisions of the
- 18 Business & Professions Code including sections 17200 and 17203, Labor Code
- 19 sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558,
- 20 1118.12, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199 and all claims
- 21 under the governing Wage Order(s), which occurred during the Class Period, and
- 22 expressly excluding all other claims, including claims for vested benefits, wrongful
- 23 termination, unemployment insurance, disability, social security, workers'
- 24 compensation, and class claims outside of the Class Period.
- 25 CC. "Released PAGA Claims" means all PAGA claims for penalties and any other
- 26 available relief pursuant to the PAGA alleged in the operative complaint and/or
- 27 Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period
- 28 including for violations of California Labor Code sections 201, 201.3, 202, 203, 204,

210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1118.12, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3 and 2699.5 and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

DD. "Released Parties" shall mean Defendants and their respective present and former officers, owners, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, fiduciaries, employee benefits plans, assigns and any entity claimed to be a joint employer with any of the Defendants.

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

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

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

HH. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid Request for Exclusion by the Response Deadline as provided in this Agreement.

1 II. "Workweeks," for purposes of calculating the distribution of the Net Settlement
2 Amount, means the number of weeks of employment during the Class Period that
3 each Class Member was employed by Defendants in California, excluding weeks
4 during which the Class Member did not perform any work for Defendants.

5 **II. RECITALS**

6 A. On May 18, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce
7 Development Agency (LWDA) and served the same on Defendants. Plaintiff
8 asserted violations of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5,
9 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1118.12, 1174(d), 1174.5, 1194, 1197,
10 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3 and 2699.5.

11 B. On July 27, 2020, Plaintiff filed the class action lawsuit alleging various violations of
12 the Labor Code and Business and Professions Code, including, but not limited to the
13 following:

- 14 1. Unfair Competition in Violation of Bus. And Prof. Code sections 17200 *et*
15 *seq*;
- 16 2. Failure to provide required meal periods in violation of California Labor Code
17 sections 226.7 and 512 and the applicable IWC wage order;
- 18 3. Failure to provide required rest periods in violation of California Labor Code
19 sections 226.7 and 512 and the applicable IWC wage order;
- 20 4. Failure to pay minimum wages in violation of California Labor Code sections
21 1194, 1197 and 1197.1;
- 22 5. Failure to pay overtime wages in violation of California Labor Code sections
23 510 *et seq*;
- 24 6. Failure to provide accurate itemized wage statements in violation of California
25 Labor Code section 226;
- 26 7. Failure to provide wages when due in violation of California Labor Code
27 sections 201, 202 and 203; and
28

8. Violation of the Private Attorneys General Act [Labor Code section 2698], asserting various alleged violations of the Labor Code.

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

D. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute that they owe any wages, damages, premiums and/or penalties to the Class Representative, the putative class and/or aggrieved employees and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Wage Commission Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through formal and informal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate, and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although they deny any liability, Defendants are agreeing to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

- 1 F. On June 22, 2021, the Parties participated in mediation presided over by an
2 experienced class action mediator, Phyllis Cheng, Esq. The mediation concluded
3 without settlement. However, following the mediation, each side, represented by its
4 respective counsel, continued settlement negotiations for several months, until they
5 agreed to settle the Action.
- 6 G. This Agreement replaces and supersedes any other agreements, understandings, or
7 representations between the Parties. This Agreement represents a compromise and
8 settlement of highly disputed claims. Nothing in this Agreement is intended or will
9 be construed as an admission by Defendants that the claims in the Action of Plaintiff
10 or the Class Members have merit or that Defendants bear any liability to Plaintiff,
11 the Class or Aggrieved Employees on those claims or any other claims, or as an
12 admission by Plaintiff that Defendants' defenses in the Action have merit.
- 13 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
14 Settlement was arrived at through arm's-length negotiations, taking into account all
15 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
16 attendant to continuing the Action through trial and any appeal. Accordingly, the
17 Parties desire to fully, finally, and forever settle, compromise and discharge all
18 disputes and claims arising from or relating to the Action.
- 19 I. The Parties agree to certification of the Class for purposes of this Settlement only.
20 If for any reason the settlement does not become effective, Defendants reserve the
21 right to contest certification of any class for any reason and reserve all available
22 defenses to the claims in the Action.

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

24 **III. TERMS OF AGREEMENT**

25 A. Settlement Consideration and Settlement Payments by Defendants.

- 26 1. Settlement Consideration. In full and complete settlement of the Action, and
27 in exchange for the releases set forth below, Defendants will pay the total
28 collective sum of the Individual Settlement Payment, the Class Representative

1 Service Award, the Class Counsel Award, PAGA Settlement, and the
2 Settlement Administration Costs, as specified in this Agreement, equal to the
3 Gross Settlement Amount of One Hundred Fifty Thousand Dollars
4 (\$150,000.00). The Parties agree that this is a non-reversionary Settlement and
5 that no portion of the Gross Settlement Amount shall revert to Defendants.
6 Other than the Defendants' share of employer payroll taxes and as provided
7 for in Section III(A)(2) below, Defendants shall not be required to pay more
8 than the Gross Settlement Amount.

9 2. Class Size. Defendants represent that the Class is comprised of 30 individuals
10 as of April 22, 2022 and the number of Workweeks is 2,963 through that date
11 ("Final Workweeks"). In regard hereto, Defendant will provide the Class Data
12 to the Settlement Administrator within thirty (30) calendar days of
13 Defendants' execution of this Agreement. The Settlement Administrator will
14 use the Class Data to calculate the number of Class Members and Workweeks.
15 The Settlement Administrator shall prepare a declaration under penalty of
16 perjury confirming the number of Class Members and Workweeks prior to the
17 hearing date of the motion for preliminary approval. If, at the time of the
18 Settlement Administrator's declaration, either the number of Class Members
19 or Workweeks are more than 10% of either estimated provided herein,
20 Plaintiff's Counsel may elect to rescind this Agreement in its entirety, and will
21 be void *ab initio*.

22 3. Settlement Payment. Defendants and each of them, are jointly and severally
23 liable for payment of the Gross Settlement Amount. Defendants shall pay the
24 Gross Settlement Amount to the Settlement Administrator by the Funding
25 Date.

26 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
27 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
28 together with the Gross Settlement Amount.

- 1 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
3 release the Released Parties from the Released Class Claims for the Class Period.
- 4 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
5 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
6 California release the Released Parties from the PAGA Released Claims for the PAGA
7 Period. As a result of this release, the Aggrieved Employees shall be precluded from
8 bringing claims against Released Parties for the PAGA Release Claims.
- 9 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
10 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
11 Released Parties from any and all claims, whether known or unknown, which exist or
12 may exist on her behalf as of the date of this Agreement, including but not limited to
13 any and all tort claims, contract claims, wage claims, wrongful termination claims,
14 disability claims, benefit claims, public policy claims, retaliation claims, statutory
15 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
16 defamation claims, fraud claims, quantum meruit claims, and any and all claims
17 arising under any federal, state or other governmental statute, law, regulation or
18 ordinance, including, but not limited to claims for violation of the Fair Labor
19 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
20 Welfare Commission, other state wage and hour laws, the Americans with
21 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
22 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
23 California Fair Employment and Housing Act, the California Family Rights Act, the
24 Family Medical Leave Act, California's Whistleblower Protection Act, California
25 Business & Professions Code Section 17200 et seq., and any and all claims arising
26 under any federal, state or other governmental statute, law, regulation or ordinance.
27 Plaintiff also waives and relinquishes any and all claims, rights or benefits that she
28 may have under California Civil Code § 1542, which provides as follows:

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

9 Thus, notwithstanding the provisions of section 1542, and to implement a full and
10 complete release and discharge of the Released Parties, Plaintiff expressly
11 acknowledges this Settlement Agreement is intended to include in its effect, without
12 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
13 the time of signing this Settlement Agreement, and that this Settlement Agreement
14 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
15 has read this Settlement Agreement, including this waiver of California Civil Code
16 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
17 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
18 about the waiver of section 1542, and that Plaintiff understands this Settlement
19 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
20 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
21 discover facts different from or in addition to those Plaintiff now knows or believes to
22 be true regarding the matters released or described in this Settlement Agreement, and
23 even so Plaintiff agrees that the releases and agreements contained in this Settlement
24 Agreement shall remain effective in all respects notwithstanding any later discovery
25 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
26 mistake in connection with the true facts involved in the matters, disputes, or
27 controversies released or described in this Settlement Agreement or with regard to any
28 facts now unknown to Plaintiff relating thereto.

1 E. Conditions Precedent: This Settlement will become final and effective only upon the
2 occurrence of all of the following events:

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a Final
5 Judgment;
- 6 3. If an objector appears at the final approval hearing, the time for appeal of the
7 Final Judgment and Order Granting Final Approval of Class Action
8 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
9 any appeal from the Judgment and Order Granting Final Approval of Class
10 Action Settlement; and
- 11 4. Defendants fully fund the Gross Settlement Amount.

12 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
13 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
14 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants
15 from obtaining a complete resolution of the Released Claims, or if Defendants fail to
16 fully fund the Gross Settlement Amount, or if the number of Class Members and/or
17 Workweeks at the time of preliminary approval is more than ten percent (10%) greater
18 than the estimates provided in Section III(A)(2):

- 19 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
20 and shall not be admissible in any judicial, administrative or arbitral
21 proceeding for any purpose or with respect to any issue, substantive or
22 procedural;
- 23 2. The conditional class certification (obtained for any purpose) shall be void *ab*
24 *initio* and of no force or effect, and shall not be admissible in any judicial,
25 administrative or arbitral proceeding for any purpose or with respect to any
26 issue, substantive or procedural; and

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

4 4. If Defendants fail to fully fund the Gross Settlement Amount, Defendants
5 shall bear the sole responsibility for any cost to issue or reissue any curative
6 notice to the Settlement Class Members and all Settlement Administration
7 Costs incurred to the date of nullification.

8 G. Certification of the Settlement Class. The Parties stipulate to conditional class
9 certification of the Class for the Class Period for purposes of settlement only. In the
10 event that this Settlement is not approved by the Court, fails to become effective, or is
11 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
12 Defendants from obtaining a complete resolution of the Released Claims, the Action,
13 the conditional class certification (obtained for any purpose) shall be void *ab initio* and
14 of no force or effect, and shall not be admissible in any judicial, administrative or
15 arbitral proceeding for any purpose or with respect to any issue, substantive or
16 procedural.

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

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

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

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

21 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
22 establishing and administering the QSF; calculating each Class Member and
23 Aggrieved Employee's settlement payment; processing and mailing payments to the
24 Class Representative, Class Counsel, LWDA, Aggrieved Employees and Class
25 Members; printing and mailing the Notice Packets to the Class Members and
26 Aggrieved Employees as directed by the Court; receiving and reporting the objections
27 and requests for exclusion; calculating, deducting and remitting all legally required
28 taxes from Individual Settlement Payments and distributing tax forms for the Wage

1 Portion and Non-Wage Portion of the Individual Settlement Payments and/or
2 Aggrieved Employees' individual shares of the PAGA Settlement; processing and
3 mailing tax payments to the appropriate state and federal taxing authorities; providing
4 declaration(s) as necessary in support of preliminary and/or final approval of this
5 Settlement; and other tasks as the Parties mutually agree or the Court orders the
6 Settlement Administrator to perform. The Settlement Administrator shall keep the
7 Parties timely apprised of the performance of all Settlement Administrator
8 responsibilities by among other things, sending a weekly status report to the Parties'
9 counsel stating the date of the mailing, the of number of Elections Not to Participate
10 in Settlement it receives (including the numbers of valid and deficient), and number of
11 objections received. Additionally, at Defendants' counsel's request the Settlement
12 Administrator shall provide Defendants' Counsel the following: (1) a report that
13 contains the names and amounts received by each Class Member and/or Aggrieved
14 Employees pursuant to the Settlement; (2) a copy of the Settlement Payment checks
15 issued by the Settlement Administrator pursuant to the terms of the Settlement; (3) a
16 duplicate copy of the Notices issued to each individual Class Member and/or
17 Aggrieved Employee, as well as any Opt-Outs; (3) copies of the IRS Forms W-2 and
18 IRS Forms 1099 issued pursuant to the Settlement; (4) proof of tax payments having
19 been made by the Settlement Administrator pursuant to the terms of the Agreement
20 and (5) any other documents that Defendants may need to establish the Settlement
21 Administrator has performed all of its duties pursuant to this Settlement. Finally, in
22 order for the Settlement Administrator to perform its duties under this Agreement,
23 Defendants shall be providing the Settlement Administrator confidential information
24 protected by the right of privacy, including but not limited to, social security numbers.
25 Consequently, the Settlement Administrator must take all steps necessary to protect
26 the information and protect against any unauthorized access, use or disclosure of that
27 information. The Settlement Administrator (or anyone acting on its behalf) is strictly
28 prohibited from selling, profiting, transferring or using any of the information provided

by Defendants or on Defendants' behalf other than for fulfilment of its obligations under this Agreement.

L. Notice Procedure.

1. Class Data. No later than thirty (30) calendar days after from Defendant's execution of this Agreement, Defendants shall provide the Settlement Administrator with the Class Data for purposes of calculating the number of Class Members, Aggrieved Employees, Workweeks and Pay Periods and, preparing and mailing Notice Packets to the Class Members and Aggrieved Employees.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class and PAGA Action Settlement in a form substantially similar to the form attached as Exhibit A and a Request for Exclusion in a form substantially similar to attachment Exhibit B hereto. The Notice of Class and PAGA Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Settlement and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement will be mailed following the Funding Date. In exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Settlement, the Notice of Class and PAGA Action Settlement shall set forth: (1) the release to be given by all members of the Class who do not timely request to be excluded from the Settlement Class and the release to be given by Aggrieved Employees; (2) the number of Workweeks worked by each Class Member during the Class Period;

(3) the number of pay periods within the PAGA Period worked by the Aggrieved Employee, (4) the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and (5) each Aggrieved Employee's share of the PAGA Settlement, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA pay periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the PAGA Settlement regardless of whether they request to be excluded from the Class Settlement.

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

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

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

17 5. Disputes Regarding Individual Settlement Payments. Class Members will
18 have the opportunity, should they disagree with Defendants' records regarding
19 the start and end dates of employment to provide documentation and/or an
20 explanation to show contrary dates. If there is a dispute, the Settlement
21 Administrator will consult with the Parties to determine whether an
22 adjustment is warranted. The Settlement Administrator shall determine the
23 eligibility for, and the amounts of, any Individual Settlement Payments under
24 the terms of this Agreement. The Settlement Administrator's determination
25 of the eligibility for and amount of any Individual Settlement Payment shall
26 be binding upon the Class Member and the Parties, except as provided herein
27 below in Paragraph 6.

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

7 7. Exclusions. The Notice of Class and PAGA Action Settlement contained in
8 the Notice Packet shall state that Class Members who wish to exclude
9 themselves from the Settlement must submit a signed copy of the Request for
10 Exclusion form to the Settlement Administrator by the Response Deadline. A
11 Request for Exclusion form will be mailed together with the Notice Packet to
12 all Class Members. The Request for Exclusion will not be valid if it is not
13 timely submitted, if it is not signed by the Class Member, or if it does not
14 contain the name and address and last four digits of the Social Security number
15 of the Class Member. The date of the postmark on the mailing envelope or
16 fax stamp on the Request for Exclusion shall be the exclusive means used to
17 determine whether the request for exclusion was timely submitted. Any Class
18 Member who submits a timely Request for Exclusion shall be excluded from
19 the Settlement Class and will not be entitled to an Individual Settlement
20 Payment and will not be otherwise bound by the terms of the Settlement or
21 have any right to object, appeal or comment thereon. However, any Class
22 Member that submits a timely Request for Exclusion that is also a member of
23 the Aggrieved Employees will still receive his/her pro rata share of the PAGA
24 Settlement, as specified below, and in consideration, will be bound by the
25 Release by the Aggrieved Employees as set forth herein. Settlement Class
26 Members who fail to submit a valid and timely Request for Exclusion on or
27 before the Response Deadline shall be bound by all terms of the Settlement
28 and any final judgment entered in this Action if the Settlement is approved by

1 the Court. No later than fourteen (14) calendar days after the Response
2 Deadline, the Settlement Administrator shall provide counsel for the Parties
3 with a final list of the Class Members who have timely submitted Requests
4 for Exclusion. At no time shall any of the Parties or their counsel seek to
5 solicit or otherwise encourage members of the Class to submit Requests for
6 Exclusion from the Settlement.

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

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

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

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

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 15% wages (“Wage
3 Portion”) and 85% interest and penalties (“Non-Wage Portion”). The Wage
4 Portion of the Individual Settlement Payments shall be reported on IRS Form
5 W-2 and the Non-wage Portion of the Individual Settlement Payments shall
6 be reported on IRS Form 1099 issued by the Settlement Administrator.
- 7 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
8 Employee Settlement Payments shall be allocated and treated as 100%
9 penalties and shall be reported on IRS Form 1099.
- 10 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
11 individual shares of the PAGA Settlement made to Settlement Class Members
12 and/or Aggrieved Employees under this Settlement Agreement, as well as any
13 other payments made pursuant to this Settlement Agreement, will not be
14 utilized to calculate any additional benefits under any benefit plans to which
15 any Class Members may be eligible, including, but not limited to profit-
16 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
17 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
18 Parties’ intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Class Members may be entitled under
20 any benefit plans.
- 21 6. All monies received by Settlement Class Members under the Settlement which
22 are attributable to wages shall constitute income to such Settlement Class
23 Members solely in the year in which such monies actually are received by the
24 Settlement Class Members. It is the intent of the Parties that Individual
25 Settlement Payments and individual shares of the PAGA Settlement provided
26 for in this Settlement Agreement are the sole payments to be made by
27 Defendants to Settlement Class Members and/or Aggrieved Employees in
28 connection with this Settlement Agreement, with the exception of Plaintiff, and

1 that the Settlement Class Members and/or Aggrieved Employees are not entitled
2 to any new or additional compensation or benefits as a result of having received
3 the Individual Settlement Payments and/or their shares of the PAGA Settlement.

4 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
5 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
6 and/or Aggrieved Employees' last known mailing address no later than fifteen
7 (15) calendar days after the Funding Date.

8 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
9 Employees shall remain valid and negotiable for one hundred and eighty (180)
10 days from the date of their issuance. If a Settlement Class Member and/or
11 Aggrieved Employee does not cash his or her settlement check within 90 days,
12 the Settlement Administrator will send a letter to such persons, advising that
13 the check will expire after the 180th day, and invite that Settlement Class
14 Member and/or Aggrieved Employee to request reissuance in the event the
15 check was destroyed, lost or misplaced. In the event an Individual Settlement
16 Payment and/or Aggrieved Employee's individual share of the PAGA
17 Settlement check has not been cashed within one hundred and eighty (180)
18 days, all funds represented by such uncashed checks, plus any interest accrued
19 thereon, shall be transmitted to the Controller of the State of California to be
20 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
21 *et seq.*, in the names and corresponding amounts associated with each Class
22 Member and/or Aggrieved Employee whose check(s) are cancelled.

23 9. Class Representative Service Award. In addition to the Individual Settlement
24 Payment and her individual share of the PAGA Settlement to be paid to
25 Plaintiff, Plaintiff will apply to the Court for an award of not more than
26 \$10,000, as the Class Representative Service Award. Defendants do not
27 presently intend to oppose a Class Representative Service Award of not more
28 than \$10,000 for Plaintiff. The Settlement Administrator shall pay the Class

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

10. Class Counsel Award. Defendants understand a motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Settlement Amount currently estimated to be \$50,000.00 plus costs and expenses supported by declaration not to exceed Fifteen Thousand Dollars (\$15,000), from the Gross Settlement Amount will be filed. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Class Counsel Award to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel

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

8 11. PAGA Settlement. Five Thousand Dollars (\$5,000.00) shall be allocated from
9 the Gross Settlement Amount for settlement of claims for civil penalties under
10 the Private Attorneys General Act of 2004 (“PAGA Settlement”). The
11 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
12 Settlement (\$3,750.00) to the California Labor and Workforce Development
13 Agency no later than fifteen (15) calendar days after the Funding Date
14 (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA
15 Settlement (\$1,250.00) will be distributed to the Aggrieved Employees as
16 described in this Agreement (hereinafter “Aggrieved Employee Payment”).
17 For purposes of distributing the PAGA Settlement to the Aggrieved
18 Employees, each Aggrieved Employee shall receive their pro-rata share of the
19 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
20 above.

21 12. Settlement Administration Costs. The Settlement Administrator shall be paid
22 for the costs of administration of the Settlement from the Gross Settlement
23 Amount. The estimate of the Settlement Administration Costs is \$5,000. The
24 Settlement Administrator shall be paid the Settlement Administration Costs
25 no later than fifteen (15) calendar days after the Funding Date.

26 N. Defendants’ Option to Revoke Settlement. Defendants have the right to revoke the
27 Settlement and Defendants shall have the option to terminate this Settlement if, after
28 the Responsive Deadline, the number of Settlement Class Members who submitted

1 timely and valid written requests for exclusion from the Settlement is at least ten
2 percent (10%) of all Settlement Class Members. If Defendants exercise the option to
3 terminate this Settlement, Defendants shall: (a) provide written notice to Class
4 Counsel within five (5) calendar days after (i) providing the Class Data to the
5 Settlement Administrator or (ii) the Settlement Administrator provides information
6 regarding opt outs (which can occur no later than fourteen (14) calendar days after
7 the Response Deadline), and (b) pay all Settlement Administration Costs incurred up
8 to the date or as result of the termination; and the Parties shall proceed in all respects
9 as if this Agreement had not been executed.

10 O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
11 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
12 twenty-eight (28) days following the expiration of the Response Deadline, which
13 motion shall request final approval of the Settlement and a determination of the
14 amounts payable for the Class Representative Service Award, the Class Counsel
15 Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will
16 provide Defendants with a draft of the Motion at least 3 business days prior to the
17 filing of the Motion to give Defendants an opportunity to propose changes or
18 additions to the Motion.

19 1. Declaration by Settlement Administrator. No later than fourteen (14) days
20 after the Response Deadline, the Settlement Administrator shall submit a
21 declaration in support of Plaintiff's motion for final approval of this
22 Settlement detailing the number of Notice Packets mailed and re-mailed to
23 Class Members, the number of undeliverable Notice Packets, the number of
24 timely requests for exclusion, the number of objections received, the amount
25 of the average Individual Settlement Payment and highest Individual
26 Settlement Payment, the Settlement Administration Costs, and any other
27 information as the Parties mutually agree or the Court orders the Settlement
28 Administrator to provide.

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

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

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

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

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

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

S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing

1 this Agreement on behalf of Defendants represent and warrant that he/she is authorized
2 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
3 she is authorized to sign this Agreement and that she has not assigned any claim, or
4 part of a claim, covered by this Settlement to a third-party.

5 T. No Public Comment: The Parties and their counsel agree that they will not issue any
6 press releases, initiate any contact with the press, respond to any press inquiry, or have
7 any communication with the press about the fact, amount or terms of the Settlement
8 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
9 of its terms for any marketing or promotional purposes. Nothing herein will restrict
10 Class Counsel from including publicly available information regarding this settlement
11 in future judicial submissions regarding Class Counsel's qualifications and experience.
12 Further, Class Counsel will not include, reference or use the Settlement Agreement for
13 any marketing or promotional purposes, either before or after the Motion for
14 Preliminary Approval is filed.

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

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

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

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

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

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

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

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

18 BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification
19 for purposes of this settlement only.
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1 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
2 Released Claims have merit and give rise to liability on the part of Defendants.
3 Defendants claim that the Released Claims have no merit and do not give rise to
4 liability. This Agreement is a compromise of disputed claims. Nothing contained in
5 this Agreement and no documents referred to and no action taken to carry out this
6 Agreement may be construed or used as an admission by or against the Defendants or
7 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
8 than as may be specifically set forth herein, each Party shall be responsible for and
9 shall bear its/his own attorney's fees and costs.

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

11
12 DATED: Jun 20, 2022

Jie Xu

Jie Xu (Jun 20, 2022 09:06 PDT)

JIE XU

14 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

15
16 DATED: 06/20/2022

[Signature]

17 HT MULTINATIONAL INC, INC. dba HT Industries,
18 Inc.

Calvin Wan

19 Printed Name

HR

20 Title

21
22 DATED: 06/20/2022

Pei Zheng

23 CHTC (USA), INC.

Pei Zheng

24 Printed Name

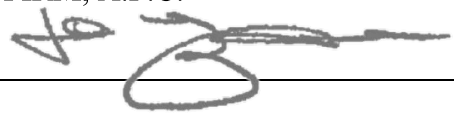
V.P.

25 Title
26
27
28

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: June 20, 2022

JCL LAW FIRM, A.P.C.

4 By: 

5 Attorneys for Plaintiff and the Settlement Class
6 Members

7 DATED: June 20, 2022

ZAKAY LAW GROUP, APLC

8 By: 

9 Attorneys for Plaintiff and the Settlement Class
10 Members

11
12 DATED: June 20, 2022

FISHER & PHILLIPS, LLP

13
14 By: 

15 Lizbeth Ochoa

16 Attorneys for Defendants
17
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28

EXHIBIT B

COPY

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 15 2022

BY 
JESSICA MORALES, DEPUTY

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

Attorneys for Plaintiff JIE XU

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

JIE XU, individually and on behalf of all
persons similarly situated,

Case No. CIVDS 2015679

PLAINTIFFS,

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

vs.

HT MULTINATIONAL, INC., a California
Corporation; CHTC (USA), INC., a California
Corporation; HT INDUSTRIES, INC., a
Corporation; and Does 1 through 50, Inclusive,

Date: July 15, 2022

Time: 9:00 a.m.

Judge: Hon. David Cohn

Dept.: S-26

DEFENDANTS.

1 This matter having come before the Honorable Judge David Cohn of the Superior Court of the
2 State of California, in and for the County of San Bernardino, at 9:00 a.m. on July 15, 2022, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the ZLG Law Group,
4 APLC as counsel for plaintiff JIE XU ("Plaintiff"), and Lizbeth Ochoa, Sean Kingston, and Albert Lin
5 of Fisher Phillips, LLP appearing for defendants HT MULTINATIONAL, INC. dba HT INDUSTRIES,
6 INC., and Defendant CHTC (USA), INC. (hereinafter collectively "Defendants"). The Court, having
7 carefully considered the briefs, argument of counsel and all the matters presented to the Court, and
8 good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class and
9 PAGA Action Settlement.

10 **IT IS HEREBY ORDERED:**

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

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

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendants shall pay is One Hundred Fifty Thousand Dollars (\$150,000.00). It appears to the Court
20 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
21 Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.

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

5. Plaintiff seeks Class Counsel Award not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$50,000.00, plus costs and expenses not to exceed Fifteen Thousand Dollars (\$15,000), and proposed Class Representative Service Award to the Class Representative, Jie Xu, in an amount not to exceed Ten Thousand Dollars (\$10,000). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendants 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 of Defendants’ current and former employees, classified as exempt but were not paid a monthly salary of at least two times the applicable minimum wage, employed in California from April 6, 2016 through April 23, 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 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in her individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints plaintiff JIE XU as the representative of the Class.

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

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

16 11. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. Within ten
17 (10) court days after the Preliminary Approval Date, Defendants shall provide to the Settlement
18 Administrator the Class Data, including information regarding Class Members that Defendants will in
19 good faith compile from its records, including each Class Member's full name; last known address;
20 Social Security Number; and all dates on which the Class Member performed work for Defendants.
21 Within fourteen (14) calendar days after receiving the Class Data from Defendants, the Settlement
22 Administrator shall mail the Class Notice to all Class Members via first class U.S. Mail and electronic
23 mail using the most current mailing address information available.

24 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
25 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
26 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
27 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be

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

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

16 14. A final approval hearing shall be held before this Court on 12.12.22 at
17 10:00 AM in Department S-26 of the San Bernardino County Superior Court to determine all
18 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
19 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
20 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
21 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
22 reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service
23 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
24 and the motion for Attorneys' Fee and Costs and Class Representative Service Award shall be filed
25 with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

26 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
27 shall be construed as a concession or admission by Defendants in any way, and shall not be used as

evidence of, or used against Defendants as an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendants 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 Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants 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 Claims, unless and until they submit a timely request for exclusion pursuant to the Agreement.

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

Dated: 7.15.22

DAVID COHN

JUDGE OF THE SUPERIOR COURT

EXHIBIT C

From: [DIR PAGA Unit](#)
To: [Tesla Stone](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, June 21, 2022 7:21:59 PM

06/21/2022 07:21:26 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT D

EXHIBIT E

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Xu v. HT Multinational (002-131)							
10/28/2020	No	Jean Claude Lapuyade	Attended CMC	550.00	1:30	825.00	825.00
01/27/2021	No	Jean Claude Lapuyade	Drafted SI Set 2	500.00	3:18	1,650.00	2,475.00
06/22/2021	No	Jean Claude Lapuyade	Attended Mediation	500.00	7:00	3,500.00	5,975.00
06/28/2021	No	Jean Claude Lapuyade	Discovery - Telephonic M&C w/ OC	500.00	0:30	250.00	6,225.00
07/15/2021	No	Jean Claude Lapuyade	Discovery - Meet and Confer with Counsel Re Financials	500.00	1:00	500.00	6,725.00
07/30/2021	No	Jean Claude Lapuyade	Attended CMC	500.00	1:00	500.00	7,225.00
09/20/2021	No	Jean Claude Lapuyade	Discovery - Finalized Meet and Confer Letter (Set 2)	500.00	2:00	1,000.00	8,225.00
10/08/2021	No	Jean Claude Lapuyade	Discovery - Meet and Confer Re Deposition Schedule	550.00	1:30	825.00	9,050.00
12/27/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Edited and Revised SI (Set 3) and RFA (Set 2)	550.00	3:24	1,870.00	10,920.00
01/11/2022	No	Jean Claude Lapuyade	Drafted CMS	550.00	1:00	550.00	11,470.00
01/24/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC and Revisions to CMS	550.00	0:48	440.00	11,910.00
01/24/2022	No	Jean Claude Lapuyade	Discovery - Reviewed and Revised RFA (Set 1), SI (Set 3) and RFP (Set 2)	550.00	3:48	2,090.00	14,000.00
01/25/2022	No	Jean Claude Lapuyade	Discovery - Reviewed and Revised RFA Set (2)	550.00	0:18	165.00	14,165.00
03/15/2022	No	Jean Claude Lapuyade	Settlement - Drafted Class Notice	550.00	1:30	825.00	14,990.00
03/15/2022	No	Jean Claude Lapuyade	Settlement - Drafted SAR	550.00	5:12	2,860.00	17,850.00
03/16/2022	No	Jean Claude Lapuyade	Settlement- Request for Exclusion	550.00	0:24	220.00	18,070.00
03/22/2022	No	Jean Claude Lapuyade	Settlement - Email correspondence with OC re SAR	550.00	0:18	165.00	18,235.00
03/24/2022	No	Jean Claude Lapuyade	Case Management - Status Update to Client	550.00	0:24	220.00	18,455.00
03/30/2022	No	Jean Claude Lapuyade	Settlement - Email Correspondence - Status of SAR	550.00	0:18	165.00	18,620.00
04/05/2022	No	Jean Claude Lapuyade	Settlement - Correspondence to OC re SAR	550.00	0:18	165.00	18,785.00
04/20/2022	No	Jean Claude Lapuyade	Law and Motion - Finalized Stip to Continue Hearing	550.00	1:00	550.00	19,335.00
04/27/2022	No	Jean Claude Lapuyade	Case Management - Email w/ client re status	550.00	0:18	165.00	19,500.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
06/05/2022	No	Sydney Castillo-Johnson	Law and Motion - Draft motion for preliminary approval	300.00	3:17	985.00	20,485.00
06/06/2022	No	Sydney Castillo-Johnson	Law and Motion - draft motion for preliminary approval	300.00	2:00	600.00	21,085.00
06/06/2022	No	Jean Claude Lapuyade	Law and Motion - Additional Revisions to MPA	550.00	0:42	385.00	21,470.00
06/07/2022	No	Jean Claude Lapuyade	Settlement - Revised Long Form Agreement	550.00	1:06	605.00	22,075.00
06/07/2022	No	Jean Claude Lapuyade	Settlement - Revised Long Form Settlement Agreement	550.00	1:00	550.00	22,625.00
06/14/2022	No	Jean Claude Lapuyade	Revised Settlement Agreement	550.00	1:00	550.00	23,175.00
06/14/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted Revised and Edited MPA	550.00	3:12	1,760.00	24,935.00
06/15/2022	No	Sydney Castillo-Johnson	Law and Motion - revise MPA P&As	300.00	1:45	525.00	25,460.00
06/15/2022	No	Jean Claude Lapuyade	Settlement - Revised Class notice and SAR pursuant to OC's proposed changes.	550.00	0:36	330.00	25,790.00
06/17/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Long Form Agreement	550.00	0:36	330.00	26,120.00
06/21/2022	No	Jean Claude Lapuyade	Settlement - Revisions to SAR re release of claims language.	550.00	0:18	165.00	26,285.00
06/21/2022	No	Jean Claude Lapuyade	Case Management - Phone Call with client to discuss settlement agreement, proposed changes and timeline moving forward.	550.00	0:36	330.00	26,615.00
07/14/2022	No	Jean Claude Lapuyade	Law and Motion - prepared for final approval hearing	550.00	1:00	550.00	27,165.00
07/18/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from client regarding status, approval and next steps.	550.00	0:30	275.00	27,440.00
08/11/2022	No	Jean Claude Lapuyade	Settlement - Email from Admin Re Mailing Documents	550.00	0:48	440.00	27,880.00
08/13/2022	No	Jean Claude Lapuyade	Settlement Admin - Emails to/from Admin Re Mailing	550.00	0:30	275.00	28,155.00
08/14/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice Mailing	550.00	0:30	275.00	28,430.00
10/04/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:24	220.00	28,650.00
10/31/2022	No	Jean Claude Lapuyade	Legal Research - Motion or Final Approval	550.00	1:54	1,045.00	29,695.00
11/01/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	29,860.00
11/07/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Draft Admin Dec ISO Final	550.00	0:30	275.00	30,135.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/11/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Dec.	550.00	0:12	110.00	30,245.00
11/13/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Motion for Fees and Final Approval	550.00	2:06	1,155.00	31,400.00
Total for Xu v. HT Multinational (002-131)					61:38	\$31,400.00	

EXHIBIT F

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Xu v. HT Multinational (002-131)								
09/30/2020	Journal Entry	Sept. 2020 Postage		Copies for Sept. 2020	Client costs deferred	-Split-	2.90	2.90
10/15/2020	Check	2303	Knox Attorney Services, Inc.	Invoice No. 4326234 Re: Service: HT Multinational	Client costs deferred	US Bank- Checking - 4270	110.75	113.65
10/15/2020	Check	2303	Knox Attorney Services, Inc.	Invoice No. 4326233 Re: Service: CHTC (USA), Inc	Client costs deferred	US Bank- Checking - 4270	158.50	272.15
10/15/2020	Check	2303	Knox Attorney Services, Inc.	Invoice No. 4324651 Re: Service: HT Industries, Inc	Client costs deferred	US Bank- Checking - 4270	146.05	418.20
10/31/2020	Journal Entry	OCT. 2020 Postage		Postage for Oct. 2020	Client costs deferred	-Split-	1.50	419.70
10/31/2020	Journal Entry	OCT. 2020 Postage		Copies for Oct. 2020	Client costs deferred	-Split-	2.80	422.50
11/03/2020	Expense		Court Call	Court Call ID: 10933766	Client costs deferred	Chase Card 7349	94.00	516.50
11/30/2020	Journal Entry	Nov. 2020 Postage		Copies for Nov. 2020	Client costs deferred	-Split-	15.25	531.75
12/31/2020	Journal Entry	Dec. 2020 Postage		Copies for Dec. 2020	Client costs deferred	-Split-	2.20	533.95
02/28/2021	Journal Entry	Feb. 2021 Postage		Copies for Feb. 2021	Client costs deferred	-Split-	0.50	534.45
04/13/2021	Check	2442	ADR Services, Inc.	Review of Briefs, Preparation and Mediation Hearing	Client costs deferred	US Bank- Checking - 4270	1,750.00	2,284.45
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	Client costs deferred	-Split-	1.40	2,285.85
06/01/2021	Check	2510	Berger Consulting Group	Invoice No. 4514	Client costs deferred	US Bank- Checking - 4270	725.00	3,010.85
07/31/2021	Journal Entry	July 2022 Postage		Copies for July 2021	Client costs deferred	-Split-	2.50	3,013.35
08/02/2021	Expense		Court Call	Court Call ID: 11296900	Client costs deferred	Chase Card 7349	94.00	3,107.35
08/31/2021	Expense		San Bernardino Court		Client costs deferred	Chase Card 7349	3.50	3,110.85
08/31/2021	Journal Entry	August 2021 Postage		Copies for Aug 2021	Client costs deferred	-Split-	26.10	3,136.95
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	Client costs deferred	-Split-	19.70	3,156.65
11/30/2021	Journal Entry	Nov 2021 Postage		Postage for Nov 2021	Client costs deferred	-Split-	1.26	3,157.91
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	Client costs deferred	-Split-	0.10	3,158.01
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	0.40	3,158.41
04/15/2022	Expense		Fedex Office		Client costs deferred	Chase Card 7349	17.98	3,176.39
04/15/2022	Expense		San Bernardino Court		Client costs deferred	Chase Card 7349	6.00	3,182.39
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	Client costs deferred	-Split-	1.20	3,183.59
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	Client costs deferred	-Split-	0.20	3,183.79
07/05/2022	Check	2876	Knox Attorney Services, Inc.	Invoice No. 4372770 - Filing Fee Re: Notice of Motion and Motion; Memorandum; Declaration of JCL; Declaration of Zakay	Client costs deferred	US Bank- Checking - 4270	246.35	3,430.14
07/15/2022	Expense		Court Call	Court Call ID: 11556228	Client costs deferred	Chase Card 7349	94.00	3,524.14
Total for Xu v. HT Multinational (002-131)							\$3,524.14	
TOTAL							\$3,524.14	

EXHIBIT G

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);