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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

CAMERON SMITH, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

REGAL III, LLC, a California Limited
Liability Company, JACKSON FAMILY
ENTERPRISES, INC., a Delaware
Corporation; and DOES 1 through 100,

Defendants.

Case No.: 25CV02184

*[Assigned for all purposes to the Hon. Dana
Beernink Simonds; Courtroom 18]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS**

Action Filed: March 26, 2025
Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at Haines Law Group, APC, and I serve as counsel for Plaintiff on Smith (“Plaintiff”) in this action. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration, including facts learned through my work on this case, my review of documents and case records, my communications with Plaintiff and defense counsel, my review of documents and data produced by Defendants, and my review of records maintained by my firm. As called as a witness, I could and would testify competently to the facts stated herein.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in employment law, with a focus on employee-side employment litigation. From October 2014 to May 2015, I worked as an associate attorney at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour matters and wrongful termination actions.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately 60 active wage and hour class and representative actions, including a number of hybrid actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure. In these matters, I play a significant role in developing case strategies, discovery plans and in analyzing timekeeping, payroll, personnel, and policy data on a nationwide basis. My responsibilities also include: investigating potential cases; conducting client interviews; preparing for, taking, and defending depositions of plaintiffs, putative class members, and corporate witnesses; researching and drafting law and motion, including motions to compel, motions for class certification, dispositive motions, and motions for summary judgment and final approval; arguing motions and attending case management and other court proceedings; negotiating class and representative action settlements and drafting long-form

1 settlement agreements; and working with settlement administrators to implement settlements and
2 monitor the settlement administration process.

3 4. The following is a non-exhaustive list of wage and hour class actions that have
4 been granted final approval in which I have been named as Class Counsel:

- 5 • *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior
6 Court, County of Kern, Honorable David R. Lampe, presiding;
- 7 • *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court,
8 County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- 9 • *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court,
10 County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- 11 • *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California
12 Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- 13 • *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-
14 VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew,
15 presiding;
- 16 • *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-
17 00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable
18 Thierry Patrick Colaw presiding;
- 19 • *De Loera v. Pharmaceutical Litho & Label Company, Inc.*, Case No. 56-2016-
20 00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable
21 Kent M. Kellegrew presiding;
- 22 • *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court
23 of California, County of Orange, Honorable William D. Claster presiding;
- 24 • *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of
25 California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- 26 • *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC,
27 Superior Court of California, County of Orange, Honorable Randall J. Sherman
28 presiding;

- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;
- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);

- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);
- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023);

- 1 • *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County
2 Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of
3 \$575 for work performed from 2019-2023);
- 4 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
5 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
6 rate of \$575 for work performed from 2022-2023);
- 7 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
8 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
9 rate of \$650 for work performed from 2020-2024); and
- 10 • *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment*
11 *Center*, Case No. 21STCV27103, Los Angeles County Superior Court, Honorable
12 Theresa M. Traber, presiding (using an hourly rate of \$725 for work performed in
13 2022-2025).

14 5. I have also been named Class Counsel for a certified class following a contested
15 motion for class certification in the following case:

- 16 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
17 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
18 statement class).

19 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
20 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
21 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
22 Court, Honorable William Claster, presiding. This was a case brought under the Private Attorneys
23 General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor of the
24 aggrieved employees.

25 7. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
26 Attorney in Southern California in its annual Rising Stars edition of Super Lawyers. This honor
27 is awarded to no more than 2.5% of attorneys under the age of 40 in Southern California each
28 year.

1 8. As counsel for Plaintiff, I have been actively involved in all aspects of this
2 litigation since its inception. I played a significant role in investigating Plaintiff's claims,
3 preparing the PAGA Notice, preparing and filing the pleadings, reviewing and analyzing
4 documents and data produced by Defendants, preparing for and participating in mediation,
5 negotiating the PAGA Settlement Agreement, and preparing the settlement approval papers. A
6 true and correct copy of the PAGA Settlement Agreement is attached hereto as **Exhibit 1**. A true
7 and correct copy of the proposed Explanatory Letter and Check Enclosure to be mailed to
8 Aggrieved Employees in English and Spanish is attached hereto as **Exhibit 2**. A true and correct
9 copy of Plaintiff's March 26, 2025 PAGA Notice and related proof of submission and service is
10 attached hereto as **Exhibit 3**. A true and correct copy of Plaintiff's Counsel's billing summary is
11 attached hereto as **Exhibit 4**. A true and correct copy of the 2026 Laffey Matrix is attached hereto
12 as **Exhibit 5**. A true and correct copy of Plaintiff's Counsel's cost records is attached hereto as
13 **Exhibit 6**. A true and correct copy of Plaintiff's Counsel's PAGA enhancement exemplar is
14 attached hereto as **Exhibit 7**. A true and correct copy of Plaintiff's proof of submission of the
15 Settlement Agreement and settlement approval papers to the LWDA is attached hereto as **Exhibit**
16 **8**.

17 9. Defendants operate a wine distribution company in California. Plaintiff worked
18 for Defendants as a non-exempt Account Sales Executive beginning on or about January 18, 2024.
19 Plaintiff's primary duties included assisting grocery stores, drug stores, and large retailers with
20 placing wine orders and building wine displays. Plaintiff typically traveled to approximately 8 to
21 12 stores per day to perform these duties.

22 10. On March 26, 2025, Plaintiff submitted his written PAGA Notice to the LWDA
23 and provided notice to Defendants via certified mail. That same day, Plaintiff filed the original
24 Class Action Complaint in Sonoma County Superior Court. On June 17, 2025, Plaintiff filed the
25 First Amended Class and Representative Action Complaint, which is the operative complaint in
26 this Action.

27 11. After the Action was filed, Defendants provided my firm with an arbitration
28 agreement containing a class and collective action waiver that Defendants contend Plaintiff signed

1 during onboarding. Defendants maintained that Plaintiff's class claims were barred by that
2 agreement. I reviewed the agreement and rather than litigate the enforceability or scope of the
3 arbitration agreement at the outset, the Parties agreed to mediate the case and attempt to resolve
4 the matter on a PAGA-only basis.

5 12. On February 27, 2026, the Parties participated in a mediation before Steve Mehta,
6 Esq. The Parties accepted the mediator's proposal later that day, subject to memorialization in a
7 long-form settlement agreement and Court approval. The resulting Settlement is PAGA-only.

8 13. Plaintiff contends Defendants paid sales bonuses tied to specific performance
9 goals, but excluded those bonuses from the regular rate used to calculate overtime, paid sick leave,
10 and meal period premiums. Plaintiff further contends Defendants regularly failed to provide
11 legally compliant second meal periods on workdays in excess of 10 hours. Plaintiff also contends
12 Defendants failed to authorize and permit compliant rest periods because Defendants did not
13 schedule rest periods throughout the workday or account for adequate break time in the daily
14 routing and store coverage expectations. Instead, Defendants expected Plaintiff and other
15 aggrieved employees to take rest periods while driving to the next store location. Plaintiff
16 contends that expectation did not provide an uninterrupted, 10-minute, duty-free rest period
17 because employees remained responsible for safely operating a vehicle and maintaining route
18 timing.

19 14. Defendants deny all liability. Defendants contend they maintained lawful policies,
20 paid all wages owed, provided compliant meal periods and rest periods, and did not prevent
21 employees from taking breaks. Defendants also contend Plaintiff and other employees were
22 responsible for managing their schedules, that any missed or shortened breaks resulted from
23 employee choice rather than unlawful company policy, that some second meal periods were
24 waived, and that Plaintiff's claims are subject to individualized defenses. Defendants further
25 contend Plaintiff's class claims are barred by an arbitration agreement containing a class and
26 collective action waiver, and that any PAGA penalty award would be subject to reduction under
27 Labor Code § 2699(e)(2) and other applicable penalty-reduction principles.

1 15. Defendants will pay a non-reversionary Maximum Settlement Amount of
2 \$212,500.00. The requested deductions are \$74,375.00 for attorneys' fees, \$13,142.75 for
3 litigation costs, \$10,000.00 for Plaintiff's Representative Enhancement Payment, and \$4,500.00
4 for settlement administration costs. Assuming approval of all requested deductions, the Net
5 Settlement Amount will be \$110,482.25. Because the Net Settlement Amount will be allocated
6 entirely to PAGA civil penalties, 65% will be distributed to the LWDA and 35% will be
7 distributed to Aggrieved Employees. Based on the estimated Net Settlement Amount, the LWDA
8 share will be approximately \$71,813.46, and the Aggrieved Employee share will be
9 approximately \$38,668.79.

10 16. The Parties had sufficient information to evaluate the claims, defenses, and
11 settlement value before resolving the case. In connection with mediation, Defendants produced
12 timekeeping records, payroll records, the employee handbook, and written policies in effect
13 during the PAGA Period. I, along with the other attorneys at my firm, completed a comprehensive
14 review and analysis of those materials.

15 17. The payroll dataset analyzed for mediation spanned March 26, 2024 through
16 August 14, 2025, and included 3,087 employee pay periods and 5,711 workweeks. I extrapolated
17 the pay-period and workweek counts through the mediation date of February 27, 2026, yielding
18 an estimated 4,286 employee pay periods and 7,930 workweeks. I also calculated an average
19 regular rate of pay of \$22.94. Those records allowed my firm to evaluate the regular-rate
20 miscalculation theory, second meal period theory, rest period theory, and related derivative
21 PAGA exposure.

22 18. My review of the payroll data showed that Defendants paid quarterly sales bonuses
23 tied to performance goals but did not include those bonuses in the regular rate used to calculate
24 overtime, paid sick leave, and meal period premiums. Payroll data reflected at least 316 pay
25 periods where a quarterly bonus and overtime occurred in the same pay period with no overtime
26 true-up, at least 294 pay periods where sick leave was paid and a quarterly bonus was paid within
27 the prior 90 days but the sick leave rate did not increase under a 90-day lookback calculation, and
28 at least 58 pay periods where a quarterly bonus and meal period premiums occurred in the same

1 pay period with no premium-rate adjustment. I calculated overtime underpayments of \$53,242.04,
2 paid sick leave underpayments of \$17,686.48, and meal period premium underpayments of
3 \$4,623.21. In total, I identified 571 employee pay periods with at least one underpayment
4 attributable to Defendants' alleged regular-rate miscalculation, representing 18.5% of all pay
5 periods in the payroll data. Extrapolating to the date of mediation increased this figure to 793 pay
6 periods.

7 19. My review of the timekeeping data showed widespread facial second meal period
8 violations on shifts in excess of 10 hours. I determined that approximately 2,086 workdays in
9 excess of 10 hours reflected no compliant second meal period, representing 73.23% of all
10 workdays in excess of 10 hours. In the overwhelming majority of those workdays, approximately
11 2,060 workdays, the records reflected no second meal period at all. I determined that 766
12 employee pay periods included at least one second meal violation, representing 24.8% of all pay
13 periods in the payroll data. Extrapolating to the date of mediation increased this figure to 1,064
14 pay periods.

15 20. I also evaluated Defendants' alleged rest period violations. Defendants' routing
16 and coverage expectations did not, in Plaintiff's view, allow time for employees to stop and take
17 compliant rest periods. Plaintiff contends Defendants expected employees to take rest periods
18 while driving between stores, which kept employees on duty and responsible for safely operating
19 a vehicle and maintaining route timing. I confirmed that virtually all pay periods in the payroll
20 data included at least one shift in excess of 3.5 hours. I therefore evaluated rest period PAGA
21 exposure using 4,286 pay periods.

22 21. I prepared a conservative PAGA exposure model for mediation that focused on
23 the strongest liability drivers and used initial-violation penalties only. Plaintiff estimated
24 \$79,300.00 in PAGA exposure for regular-rate miscalculations, based on 793 affected pay
25 periods. Plaintiff estimated \$106,400.00 in PAGA exposure for second meal period violations,
26 based on 1,064 affected pay periods. Plaintiff estimated \$428,600.00 in PAGA exposure for rest
27 period violations, based on 4,286 affected pay periods. In total, Plaintiff estimated \$614,300.00
28 in conservative PAGA exposure. This exposure estimate did not include subsequent-violation

penalties, additional wage-component exposure, interest, attorneys' fees, or separate derivative penalties for wage statement, recordkeeping, or timely-payment violations.

22. The \$212,500.00 Maximum Settlement Amount represents approximately 34.6% of Plaintiff's calculated \$614,300.00 exposure. The estimated Net Settlement Amount of \$110,482.25, assuming approval of all requested deductions, represents approximately 18.0% of that same exposure. In my opinion, the Settlement is fair, reasonable, and adequate in light of the disputed facts, Defendants' defenses, the arbitration-related risk, the possibility of statutory penalty reductions, and the non-reversionary nature of the recovery.

23. Plaintiff requests attorneys' fees in the amount of \$74,375.00, which equals 35% of the Maximum Settlement Amount. The percentage-of-the-fund method is consistent with my experience in similar PAGA and wage-and-hour matters. The fee request is also reasonable when cross-checked against my firm's lodestar. I calculated a lodestar of \$110,082.50, resulting in a negative multiplier of approximately 0.68 compared to the \$74,375.00 fee request. The billing summary attached as Exhibit 4 accurately summarizes the following hours, rates, and lodestar amounts:

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	3.1	\$2,867.50
Fletcher W. Schmidt (13th Year Attorney)	\$825	23.5	\$19,387.50
Andrew J. Rowbotham (11th Year Attorney)	\$725	84.5	\$61,262.50
Susan J. Perez (6th Year Attorney)	\$550	45.1	\$24,805.00
Firm Paralegals	\$200	8.8	\$1,760.00
Total Lodestar			\$110,082.50

24. My firm prosecuted this matter on a contingent basis and assumed the risk that they would receive no compensation if the case did not succeed. My firm investigated Plaintiff's claims, prepared the PAGA Notice, filed the original complaint, prepared the First Amended Class and Representative Action Complaint, reviewed and analyzed Defendants' payroll and timekeeping records, reviewed Defendants' handbook and written policies, prepared the mediation analysis, participated in mediation, negotiated the long-form PAGA Settlement

1 Agreement, prepared the approval papers, and will continue to oversee settlement administration
2 through completion.

3 25. My firm incurred and reasonably anticipates incurring litigation costs in the
4 amount of \$13,142.75, which is within the \$20,000.00 cap provided by the Settlement. This
5 amount includes \$13,010.08 in costs incurred to date and \$132.67 in estimated future costs
6 expected to be incurred in completing the approval process. The estimated future costs consist of
7 \$23.89 for the status report, \$84.89 for the PAGA approval motion and related LWDA mailing
8 or submission, and \$23.89 for the request for dismissal of class claims. The costs were or will be
9 reasonably incurred in prosecuting the Action, including costs associated with filing, service,
10 investigation, mediation, legal research, data review, document review, and settlement approval.

11 26. The Parties selected Phoenix Settlement Administrators to administer the
12 Settlement. Plaintiff requests approval of administration expenses in the amount of \$4,500.00.
13 Phoenix will receive and safeguard the Aggrieved Employee data, update addresses through the
14 National Change of Address database, calculate Individual Settlement Payments on a pay-period
15 basis, circulate an anonymized payment spreadsheet for counsel's review, mail the explanatory
16 letters and checks in English and Spanish, handle returned mail, conduct skip tracing where
17 necessary, issue replacement checks where appropriate, remit the LWDA payment, issue tax
18 forms, and provide an accounting after the check-cashing deadline. In light of these duties, the
19 requested administration expense is reasonable.

20 27. Plaintiff requests a Representative Enhancement Payment of \$10,000.00. Plaintiff
21 assisted my firm by providing information and documents, discussing his work duties and
22 experiences, reviewing case-related information, remaining available to answer questions,
23 assisting my firm in evaluating the claims and Defendants' defenses, staying informed regarding
24 settlement, and reviewing and discussing the settlement terms with counsel before agreeing to the
25 Settlement. Plaintiff also accepted the burden of serving as the named representative in a public
26 enforcement action and provided a broader individual release than absent Aggrieved Employees.
27 Plaintiff estimates he spent approximately 20 hours on activities that helped lead to the resolution
28 of this matter.

28. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Phoenix Settlement Administrators.

29. I am not aware of any other pending class, representative, or collective action that would release the same PAGA civil penalty claims for the same Aggrieved Employees during the same PAGA Period. I have made a reasonable inquiry of other members of my law firm regarding the same.

30. Plaintiff submitted the Settlement Agreement and settlement approval papers to the LWDA concurrently with filing this Motion. Plaintiff will also submit the Court's judgment and any order providing for or denying an award of civil penalties to the LWDA within 10 days after entry, as required by Labor Code § 2699(s)(3).

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on June 29, 2026, at El Segundo, California.


Andrew J. Rowbotham

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement”) is made and entered into between Plaintiff Cameron Smith (“Plaintiff”), acting in a private attorney general capacity, and Defendants Regal III, LLC and Jackson Family Enterprises, Inc. (“Defendants”) (collectively, the “Parties”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. Action: The lawsuit titled *Cameron Smith, et al. v. Regal III, LLC, et al.*, Sonoma County Superior Court Case No. 25CV02184.
2. Aggrieved Employees: All current and former non-exempt employees who worked for Defendant Regal III, LLC in California at any time between March 26, 2024 and April 28, 2026.
3. Complaint: The operative complaint filed in the Action, specifically, the First Amended Complaint filed June 17, 2025.
4. Court: The Superior Court of California for the County of Sonoma.
5. Defendants: Regal III, LLC and Jackson Family Enterprises, Inc.
6. Effective Date: The date on which Defendants fully fund the Settlement in accordance with Section III.2 below.
7. Individual Settlement Payment: The amount to be paid to each Aggrieved Employee based on the allocation formula described in this Settlement.
8. LWDA: The California Labor and Workforce Development Agency.
9. Maximum Settlement Amount: The non-reversionary sum of \$212,500.00, representing the total amount payable by Defendants under this Settlement, including payments to Aggrieved Employees, the LWDA, Plaintiff’s attorneys’ fees and costs, Plaintiff’s Representative Enhancement Payment, and settlement administration costs, subject to the Escalator Clause described herein.
10. Net Settlement Amount: The amount remaining for distribution to the LWDA and Aggrieved Employees after deduction of the following amounts, subject to Court approval: (a) Plaintiff’s attorneys’ fees of up to thirty-five percent (35%) of the Maximum Settlement Amount, currently estimated to be \$74,375.00; (b) Plaintiff’s reasonable verified litigation costs and expenses of up to \$20,000.00; (c) Plaintiff’s Representative Enhancement Payment of up to \$10,000.00; and (d) reasonable settlement administration costs, currently estimated to be \$4,500.00.
11. PAGA: The Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*
12. PAGA Notice: Plaintiff’s letter to the LWDA mailed on March 26, 2025.

13. PAGA Period: The period from March 26, 2024 through April 28, 2026.
14. Parties: Plaintiff and Defendants.
15. Plaintiff: Cameron Smith.
16. Plaintiff's Counsel: Haines Law Group, APC, including Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham.
17. Released Claims: All claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Complaint and the PAGA Notice, to the extent those claims are alleged to have occurred during the PAGA Period.
18. Representative Enhancement Payment: The amount awarded to Plaintiff for his service as the representative plaintiff.
19. Settlement Administrator: Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiff alleges that Defendants committed Labor Code violations against Plaintiff and other aggrieved employees, including alleged failures to pay all minimum wages and overtime wages, provide compliant meal periods and rest periods, reimburse necessary business expenses, pay sick time at the correct regular rate, furnish accurate wage statements, maintain accurate records, and timely pay wages, and that those alleged violations give rise to civil penalties under PAGA.
2. On March 26, 2025, Plaintiff submitted written notice to the LWDA via its website and provided notice to Defendants via certified mail of the alleged Labor Code violations and Plaintiff's intent to seek civil penalties under PAGA.
3. Plaintiff filed the original Class Action Complaint in Sonoma County Superior Court on March 26, 2025, and later filed the First Amended Class and Representative Action Complaint in Sonoma County Superior Court, Case No. 25CV02184, on June 17, 2025.
4. The operative complaint asserts class claims and a representative claim for civil penalties under PAGA. Plaintiff alleges that, after providing the March 26, 2025 PAGA notice, and after the LWDA did not provide notice of an intent to investigate within the statutory period, Plaintiff exhausted the administrative prerequisites to pursue representative PAGA civil penalties.
5. On February 27, 2026, the Parties participated in a mediation before Steve Mehta, Esq. The Parties accepted the mediator's proposal later that day, subject to memorialization in a long-form settlement agreement and Court approval.
6. The Parties agree this is a PAGA-only settlement. Plaintiff shall dismiss, without prejudice, all class claims and class allegations, and any claims for relief other than civil penalties under PAGA, so that the only claim remaining in the Action will be Plaintiff's representative claim for civil penalties under PAGA.

7. The Parties engaged in sufficient investigation and arm's-length negotiations to evaluate the claims, defenses, and potential exposure, and now desire to resolve the representative PAGA claims at issue in the Action as to Plaintiff and the Aggrieved Employees on the terms set forth herein.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

1. Non-Admission. Nothing in this Settlement shall be construed as an admission by Plaintiff that his claims lack merit or by Defendants of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person. Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement to avoid further disputes and litigation, and the associated inconvenience, expenses, and risks. This Settlement, and any related court documents or orders, shall not be cited or admitted as evidence of liability.
2. Maximum Settlement Amount. Defendants shall pay a non-reversionary Maximum Settlement Amount of \$212,500.00. Except as expressly provided in the Escalator Clause below, Defendants shall not be required to pay more than the Maximum Settlement Amount. Defendants shall fully fund the Settlement no later than sixty-five (65) calendar days after the Court grants approval of the Settlement.
3. Escalator Clause. Defendants represent that there are an estimated 4,378 total pay periods worked by the 185 Aggrieved Employees during the PAGA Period. If the number of pay periods as reported to the Settlement Administrator is more than ten percent (10%) greater than this figure, that is, if there are 4,816 or more pay periods worked during the PAGA Period, then Defendants may elect either of the following options: (1) Defendants shall increase the Maximum Settlement Amount on a proportional basis to the percentage increase in the number of pay periods (for example, if there is a 15% increase in the number of pay periods worked during the PAGA Period, Defendants will increase the Maximum Settlement Amount by 15%); or (2) the PAGA Period shall be shortened to end on the last date before the total number of pay periods included in the PAGA Period would exceed 4,816.

If Defendants elect option (2), all references in this Settlement to the PAGA Period, Aggrieved Employees, pay periods worked during the PAGA Period, and Released Claims shall be deemed modified accordingly. Defendants shall notify Plaintiff's Counsel and the Settlement Administrator in writing of their election under this section within five (5) business days after the Settlement Administrator reports the total number of pay periods.

4. Net Settlement Amount. The Parties will request that the Court approve the following deductions from the Maximum Settlement Amount:
 - a. Plaintiff's Attorneys' Fees and Costs. Defendants will not oppose Plaintiff's request for attorneys' fees of up to thirty-five percent (35%) of the Maximum Settlement Amount, currently estimated to be \$74,375.00, and up to \$20,000.00 in litigation costs and expenses incurred in prosecuting this Action. If the Court approves a lesser amount for attorneys' fees, costs, or expenses, the difference shall

be added to the Net Settlement Amount. The Settlement Administrator shall report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

- b. Representative Enhancement Payment. Defendants will not oppose Plaintiff's request for a Representative Enhancement Payment of up to \$10,000.00 to compensate Plaintiff for his work in this matter. If the Court approves a lesser amount, the difference shall be added to the Net Settlement Amount.
 - c. Administration Costs. Defendants will not oppose payment of the Settlement Administrator's reasonable costs, currently estimated to be \$4,500.00. If the Court approves a lesser amount, the difference shall be added to the Net Settlement Amount. The Settlement Administrator shall report this payment on IRS Form 1099 issued to the Settlement Administrator.
5. Allocation of Net Settlement Amount. The Net Settlement Amount shall be distributed sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees, consistent with Labor Code § 2699(m). The 35% share for Aggrieved Employees shall be distributed on a proportional basis, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
6. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, Defendants and their current and former parents, subsidiaries, affiliates, related entities, predecessors, successors, assigns, officers, directors, members, shareholders, employees, agents, attorneys, and administrators (collectively, the "Released Parties"), from the Released Claims. This release is limited to claims for PAGA civil penalties. Aggrieved Employees do not release any underlying wage and hour claims through this Settlement.
7. Release by Plaintiff. In addition to being bound by the representative PAGA release above, Plaintiff, individually and in his personal capacity, fully releases and discharges the Released Parties from any and all claims, demands, rights, liabilities, and causes of action of every kind, known or unknown, suspected or unsuspected, that Plaintiff had, now has, or may claim to have against the Released Parties as of the date he executes this Settlement, except claims that cannot be waived as a matter of law, including any claims for workers' compensation benefits, including Plaintiff's workers' compensation claim pending in EAMS/ADJ Case No. ADJ19652414. Plaintiff expressly waives the protections of Civil Code § 1542 and any similar federal or state law, which provides as follows:

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

Plaintiff understands and agrees that this waiver means this Release extends to claims that are unknown or unsuspected as of the date he executes this Settlement, except claims that

cannot be waived as a matter of law and the workers' compensation claim expressly excluded above.

8. Dismissal of Class Claims and Non-PAGA Claims. The Parties agree this is a PAGA-only settlement. Plaintiff shall dismiss, without prejudice, all class claims and class allegations, and any claims for relief other than civil penalties under PAGA, so that the only claim remaining in the Action will be Plaintiff's representative claim for civil penalties under PAGA. Plaintiff shall take the steps necessary to effectuate that dismissal on or before the date the Parties submit the Settlement for Court approval.
9. Plaintiff's Representations. Plaintiff represents and warrants that he has not assigned or transferred, nor purported to assign or transfer, to any person or entity any claim or portion thereof, or interest therein, that is or may be subject to this Settlement. Plaintiff acknowledges that he has read this Settlement, fully understands his rights, privileges, and duties under the Settlement, and enters into this Settlement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys regarding the terms of this Settlement and the consequences of signing it.
10. Judgment. As part of the motion seeking approval of the Settlement, Plaintiff shall submit a proposed order and judgment entering judgment in the Action in accordance with the terms of the Settlement. The Parties shall request that the Court retain jurisdiction pursuant to Code of Civil Procedure § 664.6 until performance in full of the Settlement. This Settlement is expressly conditioned upon Court approval and entry of judgment as set forth herein.

IV. ADMINISTRATION OF SETTLEMENT

1. Settlement Administrator. The Parties agree to use Phoenix Settlement Administrators to administer this Settlement.
2. Provision of Information for Aggrieved Employees. Within ten (10) business days after the Court grants approval of the Settlement, Defendants shall provide the Settlement Administrator with a list of Aggrieved Employees in a computer-readable format, such as a Microsoft Excel spreadsheet. The list shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked during the PAGA Period, and Social Security number or other unique employee identifier sufficient to administer the Settlement. The list shall also include the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period. Because the list will contain confidential information, the Settlement Administrator shall maintain the list in strict confidence and limit access to those who require it for the administration of the Settlement.
3. Explanatory Letter and Individual Settlement Payments. Upon receipt of the Aggrieved Employees' information, the Settlement Administrator shall update the addresses using the National Change of Address database.
 - a. Approval Before Mailing Individual Settlement Payments. Within ten (10) business days of receiving the Aggrieved Employees' information, the Settlement Administrator shall circulate to counsel for both Parties an anonymized spreadsheet

containing the proposed Individual Settlement Payments and the data used to calculate such payments. The Settlement Administrator shall also determine whether the Escalator Clause has been triggered and, if it has, shall incorporate Defendants' election under Section III.3 into the final calculations.

The Settlement Administrator shall obtain approval from counsel for both Parties before mailing the Individual Settlement Payments. Counsel for the Parties shall approve the calculations, or state any specific objection in writing, within five (5) business days after receipt. Absent a timely written objection, the calculations shall be deemed approved.

- b. Mailing Individual Settlement Payments. Within five (5) business days after counsel approve the calculations and after Defendants fully fund the Settlement, whichever is later, the Settlement Administrator shall mail to each Aggrieved Employee via regular First-Class U.S. Mail: (i) the explanatory letter, in English and Spanish, mutually approved by the Parties and attached as Exhibit A; and (ii) the Individual Settlement Payment. Defendants shall fully discharge their obligations to Aggrieved Employees upon the mailing of the Individual Settlement Payment checks, regardless of whether such checks are actually received or negotiated.
 - c. Payment of Remainder. Within five (5) business days after counsel approve the calculations and after Defendants fully fund the Settlement, whichever is later, the Settlement Administrator shall also disburse the following payments: (1) the 65% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved Representative Enhancement Payment to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.
- 4. Tax Treatment. Each Individual Settlement Payment shall be characterized as penalties and reported on IRS Form 1099 issued to the Aggrieved Employee. Individual Settlement Payment checks shall remain payable for one hundred eighty (180) days after mailing. Any check not cashed within that period shall be transferred to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Neither Plaintiff nor Defendants, nor counsel for either Party, makes any representations or warranties regarding the tax consequences of any payments made pursuant to this Settlement.
 - 5. Undeliverable Mail. If an explanatory letter or Individual Settlement Payment is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly re-mail it to any forwarding address provided. If no forwarding address is available, the Settlement Administrator shall make reasonable efforts, including a skip trace, to obtain a new address within five (5) business days. If a new address is found, the Settlement Administrator shall re-mail the explanatory letter and/or Individual Settlement Payment within five (5) business days. The address identified by the Settlement Administrator shall be presumed to be the best address for each Aggrieved Employee.

6. Accounting. As soon as practicable after the check-cashing deadline, the Settlement Administrator shall provide the Parties with an accounting under oath of all amounts paid from the Settlement.

V. MISCELLANEOUS PROVISIONS

1. Confidentiality and Non-Publicity. The Parties and their counsel shall keep the Settlement confidential through Court approval, except as necessary to prepare, file, and obtain approval of the Settlement and to effectuate its terms. After Court approval, no Party or counsel shall issue any press release or otherwise publicize the terms of the Settlement, or initiate contact with or respond substantively to the press regarding the Action.
2. Successors. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, and successors.
3. Governing Law. This Settlement shall be construed under, and governed by, the laws of the State of California, without regard to choice of law principles. All questions concerning the validity, interpretation, or performance of any of its terms, or the rights and obligations of the Parties under this Settlement, shall be governed by California law. Any legal or equitable action necessary to enforce the terms of this Settlement shall be brought in the Superior Court of California for the County of Sonoma.
4. Complete Agreement. The Parties acknowledge and represent that no promise or representation not contained in this Settlement has been made to them, and that this Settlement contains the entire agreement between them concerning the subject matter herein.
5. Judgment and Continued Jurisdiction. Upon approval of the Settlement, the Parties shall request that the Court retain continuing jurisdiction over the Action and over the Parties pursuant to Code of Civil Procedure § 664.6 to interpret, implement, administer, and enforce the terms of the Settlement until performance in full.
6. Amendment or Modification. This Settlement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest or counsel.
7. Authorization to Enter into Settlement. Counsel for the Parties represent and warrant that they are expressly authorized by their respective clients to negotiate and enter into this Settlement and to execute all documents necessary to effectuate its terms. The Parties and their counsel shall cooperate in good faith and use their best efforts to implement the Settlement. If disagreement arises regarding the form or content of any document required to implement the Settlement, or any necessary supplemental provision, the Parties may seek the Court's assistance to resolve the issue.
8. Execution and Counterparts. This Settlement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned copies of the signature pages shall be deemed equivalent to originals.

9. Severability. If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable term shall be deemed amended to the extent necessary to permit its enforceability, consistent with the intent of the Parties as determined from the face of this Settlement.
10. Waiver. No waiver of any condition or covenant contained in this Settlement, or failure to exercise a right or remedy, shall constitute a waiver of any other condition, covenant, right, or remedy.
11. Enforcement Action. If one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement action or proceeding, including any appeal.
12. Mutual Preparation. The Parties acknowledge that they have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement shall not be construed more strictly against one Party on the basis that it was drafted by counsel for that Party.
13. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations preceding the execution of this Settlement, and that this Settlement has been executed with the consent and advice of counsel.
14. Cooperation and Execution of Necessary Documents. The Parties agree to cooperate in good faith and to execute all documents reasonably necessary to effectuate the terms of this Settlement. The Parties shall work cooperatively, diligently, and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.
15. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and intend that this Settlement shall be fully enforceable and binding on all Parties. The Parties further agree that this Settlement may be admitted and disclosed in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might otherwise apply under federal or state law, to the extent necessary for enforcement. This Settlement is conditioned upon Court approval.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties acknowledge that they have read this Settlement, fully understand its terms and provisions, accept and agree to be bound by its terms, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: April 28, 2026

PLAINTIFF

By: Cameron Smith
Cameron Smith (Apr 29, 2025 09:53:57 PDT)
Cameron Smith

REGAL III, LLC

Dated: May 12, 2026



By: Tim Brown

Its: President

JACKSON FAMILY ENTERPRISES, INC.

Dated: May 14, 2026



By: Tyler Cornstock

Its: VP, Chief Financial officer

APPROVED AS TO FORM ONLY:

Dated: April 29, 2026

HAINES LAW GROUP, APC

By: 
Andrew J. Rowbotham
Attorneys for Plaintiff

Dated: May 15, 2026, 2026

HANSON BRIDGETT LLP

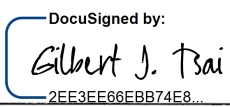
By: 
Gilbert J. Tsai
Katie Sharpless
Attorneys for Defendants

EXHIBIT 2

NOTICE OF PAGA SETTLEMENT AND ENCLOSED PAYMENT

Cameron Smith, et al. v. Regal III, LLC, et al.
Superior Court of California, County of Sonoma
Case No. 25CV02184

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. WHY YOU ARE RECEIVING THIS NOTICE

The Superior Court of California, County of Sonoma approved a PAGA Settlement Agreement in the above-captioned action on [APPROVAL DATE]. Plaintiff Cameron Smith brought the action in a representative capacity on behalf of the State of California and aggrieved employees. Defendants are Regal III, LLC and Jackson Family Enterprises, Inc.

You are receiving this notice because Defendants' records show that you are an "Aggrieved Employee," meaning you worked for Defendant Regal III, LLC in California as a non-exempt employee at some time during the PAGA Period, which is March 26, 2024 through April 28, 2026.

This notice explains the settlement, your enclosed Individual Settlement Payment, and the effect of the release.

II. THE SETTLEMENT

The settlement resolves representative claims for civil penalties under the Private Attorneys General Act ("PAGA") based on allegations that Defendants failed to pay all minimum wages and overtime wages, provide compliant meal periods and rest periods, reimburse necessary business expenses, pay sick time at the correct regular rate, furnish accurate wage statements, maintain accurate records, and timely pay wages.

Defendants deny all liability and deny that they violated the law. The Court did not decide the merits of the claims.

The Maximum Settlement Amount is \$212,500.00. After deducting the amounts approved by the Court for attorneys' fees, litigation costs and expenses, the Representative Enhancement Payment, and settlement administration costs, the remaining Net Settlement Amount shall be distributed sixty-five percent (65%) to the California Labor and Workforce Development Agency ("LWDA") and thirty-five percent (35%) to Aggrieved Employees.

The 35% share for Aggrieved Employees shall be distributed on a proportional basis, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

You do not need to submit a claim form. Your payment is enclosed with this notice.

III. HOW YOUR PAYMENT WAS CALCULATED

Your Individual Settlement Payment was calculated based on the number of pay periods you worked during the PAGA Period compared to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

According to Defendants' records:

Your PAGA Pay Periods: **[THIS EMPLOYEE'S PAGA PAY PERIODS]**

Total PAGA Pay Periods for all Aggrieved Employees: **[TOTAL PAGA PAY PERIODS]**

Your Individual Settlement Payment: **[\$[THIS EMPLOYEE'S INDIVIDUAL SETTLEMENT PAYMENT]**

Average Individual Settlement Payment: **[\$[AVERAGE INDIVIDUAL SETTLEMENT PAYMENT]**

For tax purposes, your Individual Settlement Payment is treated as penalties, not wages. It will be reported on IRS Form 1099. Neither Plaintiff nor Defendants, nor counsel for either Party, is providing tax advice.

IV. EFFECT OF THE SETTLEMENT

As of the Effective Date, which is the date on which Defendants fully fund the settlement, all Aggrieved Employees are deemed to release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, Defendants and their current and former parents, subsidiaries, affiliates, related entities, predecessors, successors, assigns, officers, directors, members, shareholders, employees, agents, attorneys, and administrators from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the First Amended Complaint filed June 17, 2025 in this lawsuit (the "Complaint") and Plaintiff's letter to the LWDA mailed on March 26, 2025 (the "PAGA Notice"), to the extent those claims are alleged to have occurred during the PAGA Period.

Because this settlement resolves representative claims for civil penalties under PAGA, Aggrieved Employees cannot opt out of or exclude themselves from the settlement. This settlement does not release any underlying wage and hour claims you may have for wages, damages, restitution, or other personal relief.

V. CASHING YOUR CHECK

Your enclosed check remains payable for one hundred eighty (180) days after it was mailed. Please cash or deposit it promptly.

If your check is not cashed within that 180-day period, the funds will be transferred to the California State Controller's Unclaimed Property Fund in your name.

If your notice or check was sent to the wrong address, or if you need to update your mailing information, please contact the Settlement Administrator immediately.

VI. QUESTIONS

If you have questions or need to update your address, please contact the Settlement Administrator:

PHOENIX SETTLEMENT ADMINISTRATORS

[ADDRESS]

[PHONE]

[EMAIL]

[WEBSITE]

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 26, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Cameron Smith vs. Regal III, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Cameron Smith (“Mr. Smith”) in claims arising from his employment with Regal III, LLC, a California Limited Liability Company, Jackson Family Enterprises, Inc., a Delaware Corporation, and DOES 1 through 100, inclusive (“Defendants”). Mr. Smith is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a wine distribution company. Defendants employed Mr. Smith as a non-exempt Account Sales Executive beginning on or about January 18, 2024. Mr. Smith’s primary job responsibilities included assisting grocery stores, drug stores, and large retailers with placing wine orders and building wine displays. Mr. Smith typically traveled to approximately 8 to 12 stores per day to perform these duties. Unless otherwise specified, all allegations set forth herein occurred during Mr. Smith’s employment with Defendants.

Defendants utilized a timekeeping system that resulted in Mr. Smith and other aggrieved employees not being compensated for all hours worked, whether due to rounding, time-shaving, or otherwise. Mr. Smith and other aggrieved employees were required to download an app to their personal cell phones to clock in and out of shifts, including meal periods. Upon information and belief, this time was captured to the minute. However, Defendants rounded employee hours in a manner that, over time, deprived employees of all wages. *See Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 654 (“[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for “all the time” worked.”). On occasions when Mr. Smith and other aggrieved employees worked in excess of eight hours per day or forty hours per week, this rounding and time-shaving also resulted in unpaid overtime.

Defendants paid Mr. Smith and other aggrieved employees non-discretionary bonuses, commissions, incentive pay, and other forms of compensation not excludable from the “regular rate” of pay, including amounts labeled as “BONUS” on wage statements (collectively, “Incentive Pay”). However, Defendants failed to include the value of this Incentive Pay when calculating the overtime rate of pay for Mr. Smith and other aggrieved employees, resulting in underpaid overtime wages.

Defendants failed to provide Mr. Smith and other aggrieved employees with legally compliant meal periods due to unlawful policies and practices that resulted in late (commencing after the fifth hour), short (less than 30 minutes), and missed meal periods. Upon information and belief during at least a portion of the relevant time period, Defendants automatically deducted 30 minutes from employees hours worked to account for a meal period, regardless of whether a compliant meal was provided. Mr. Smith and other aggrieved employees were frequently interrupted during meal periods by calls from supervisors regarding account status or scheduling, and were often required to delay meal periods until well after the fifth hour due to strict schedules imposed by Defendants. To maintain the schedule, Mr. Smith was often forced to eat lunch while driving to the next location. Defendants also failed to provide second meal periods, despite Mr. Smith and other aggrieved employees regularly working shifts in excess of 10 hours. Despite these violations, Defendants failed to pay an additional hour of premium pay at the regular rate for each instance, as required by Labor Code § 226.7.

Defendants failed to authorize and permit Smith and other aggrieved employees to take all required rest periods due to unlawful policies and practices that did not provide a net 10-minute duty-free rest period for every four hours worked or major fraction thereof. Rest periods were not scheduled throughout the workday, and as a result, Mr. Smith and other aggrieved employees rarely had time to stop work and take an uninterrupted 10-minute break. As with meal periods, Mr. Smith and other aggrieved employees were regularly interrupted during rest periods, to the extent any were authorized. Despite these violations, Defendants failed to pay an additional hour of premium pay at the regular rate for each instance, as required by Labor Code § 226.7.

Defendants failed to pay Mr. Smith and other aggrieved employees all sick pay wages owed. Upon information and belief, Defendants paid sick pay at the employees’ base rate of pay rather than their regular rate of pay. Because Mr. Smith and other aggrieved employees received non-discretionary Incentive Pay, they were underpaid sick pay in each instance that Incentive Pay was earned during the same pay period. Under California law, sick pay must be paid at the regular rate of pay, which includes all non-discretionary compensation. *See* Labor Code § 246(l)(1) (“Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.”)

Defendants failed to reimburse Mr. Smith and other aggrieved employees for the use of their personal cellular phones for necessary work-related activities. As described above, Defendants required Mr. Smith and other aggrieved employees to communicate with supervisors regarding work matters using their personal phones throughout the workday. *See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144-1145 (“[I]f an employee is required to make work-related calls on a personal cell phone, then he or she is incurring expenses for purposes of Labor Code § 2802. It does not matter whether the phone bill is paid by a third person, or at all... To show liability under Section 2802, an employee need only show that he or she was required to use a personal cell phone to make work-related calls, and he or she was not reimbursed.”). However, Defendants failed to reimburse Mr. Smith and other aggrieved employees for a reasonable portion of their monthly phone bills despite mandating such business use.

As a result of Defendants’ failure to pay all minimum wages, overtime wages, sick pay wages, and meal and rest period premium wages owed, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Smith and other aggrieved employees.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 (“Wage Order 7”):

Minimum Wage Violations

Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Smith and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 7.

Overtime Wage Violations

Defendants were required to properly pay Mr. Smith and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek. Wage Order 7, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Mr. Smith and other aggrieved employees to work overtime hours but did not compensate Mr.

Smith or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Smith and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 7, § 11. As a result, Mr. Smith and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Smith and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 7, § 12. As a result, Mr. Smith and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Smith and other aggrieved employees for all necessary business expenses incurred, including, among other things, for the use of their personal cellular phones. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Smith and other aggrieved employees are entitled to damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Sick Time Pay Violations

Defendants were required to properly pay Mr. Smith and other aggrieved employees for all vested sick time at their regular rate of compensation pursuant to Labor Code § 246. Defendants compensated Mr. Smith other aggrieved employees at their base rate of pay but did not compensate Mr. Smith or other aggrieved employees at their regular rate of pay for all such hours.

Wage Statement Penalties

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Smith and other aggrieved employees with complete and

accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Mr. Smith and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee", Mr. Smith will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Smith' own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Failing to pay Mr. Smith and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Mr. Smith and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide Mr. Smith and other aggrieved employees all legally required meal periods, and failure to pay meal period premium wages to Mr. Smith and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Mr. Smith and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Mr. Smith and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to reimburse Mr. Smith and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- f. Defendants violated Labor Code § 246 by failing to pay Mr. Smith and other aggrieved employees sick time pay at their regular rate of compensation;
- g. Failing to furnish Mr. Smith and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;
- h. Failing to maintain accurate records on behalf of Mr. Smith and other aggrieved employees, in violation of Labor Code §§ 558 and 1174.

- i. Failing to pay Mr. Smith and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204; and

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Andrew J. Rowbotham, Esq.

cc: Regal III, LLC, c/o CSC – Lawyers Incorporating Service, Agent for Service of Process, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833 (via certified mail)
Jackson Family Enterprises, Inc., c/o CSC – Lawyers Incorporating Service, Agent for Service of Process, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833 (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 03/27/2025

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8307 1927 90

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 03/26/2025 16:45

ORIGINAL INTENDED RECIPIENT:

REGAL III LLC

C/O: CSC LAWYERS INCORPORATING SERVICE AGENT FOR SERVICE OF PROCESS

2710 GATEWAY OAKS DR STE 150N

SACRAMENTO CA 95833-3502

VC

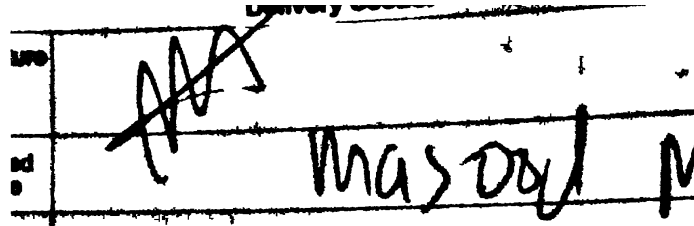
Mailer: Haines Law Group

Date Produced: 04/01/2025

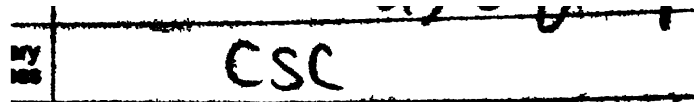
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8307 1927 90. Our records indicate that this item was delivered on 03/31/2025 at 10:50 a.m. in SACRAMENTO, CA 95811. The scanned image of the recipient information is provided below.

Signature of Recipient :
(Authorized Agent)



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

REGAL III LLC
C/O: CSC LAWYERS INCORPORATING SERVICE AGENT FOR SERVICE OF PROCESS
2710 GATEWAY OAKS DR
STE 150N
SACRAMENTO CA 95833-3502

Customer Reference Number: C5766846.34963613

Return Reference Number VC



Mailer: Haines Law Group

Date Produced: 04/01/2025

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8307 1928 68. Our records indicate that this item was delivered on 03/31/2025 at 10:50 a.m. in SACRAMENTO, CA 95811. The scanned image of the recipient information is provided below.

Signature of Recipient :
(Authorized Agent)

Signature of Recipient: [Handwritten signature: Mason]

Address of Recipient :

Address of Recipient: [Handwritten address: CSC]

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

JACKSON FAMILY ENTERPRISES INC
C/O: CSC LAWYERS INCORPORATING SERVICE AGENT FOR SERVICE OF PROCESS
2710 GATEWAY OAKS DR
STE 150N
SACRAMENTO CA 95833-3502

Customer Reference Number: C5766846.34963614

Return Reference Number VC

EXHIBIT 4

Haines Law Group, APC
Billing Summary
Cameron Smith v. Regal III, LLC, et al.

Activity	Attorney/Hrs/Rate	Amount
Initial case research, client intake interviews, review of client documents, and new client onboarding.	PKH 1.0 hrs @\$925/hr FWS 2.4 hrs @\$825/hr JR 0.5 hrs @\$200/hr	\$3,005.00
Conduct legal research regarding Plaintiff's claims; conduct research regarding Defendants' corporate structure; review related actions and court dockets.	FWS 1.2 hrs @\$825/hr AJR 3.4 hrs @\$725/hr SJP 0.8 hrs @\$550/hr	\$3,895.00
Draft LWDA correspondence; submit LWDA letter; draft Complaint, summons, civil case cover sheet, and other case-initiating documents; file and serve same.	FWS 1.5 hrs @\$825/hr AJR 4.3 hrs @\$725/hr SJP 1.2 hrs @\$550/hr JR 0.8 hrs @\$200/hr	\$5,175.00
Review notice of assignment and case management conference; post jury fees; prepare service packages; follow up regarding proof of service and notice and acknowledgment of receipt.	AJR 0.7 hrs @\$725/hr SJP 1.4 hrs @\$550/hr JR 1.7 hrs @\$200/hr	\$1,617.50
Draft First Amended Class and Representative Action Complaint; prepare filing and service documents; file and serve same.	AJR 0.5 hrs @\$725/hr SJP 1.0 hrs @\$550/hr JR 0.5 hrs @\$200/hr	\$1,012.50
Review Defendants' answer and affirmative defenses;	PKH 0.6 hrs @\$925/hr FWS 2.1 hrs @\$825/hr	\$5,332.50

review arbitration agreement and class action waiver; analyze litigation strategy and PAGA-only resolution path.	AJR 4.2 hrs @\$725/hr	
Draft and file case management statements; review tentative rulings, minute orders, and notice of reassignment; prepare for case management conferences; meet and confer with defense counsel regarding case status.	AJR 2.0 hrs @\$725/hr SJP 2.8 hrs @\$550/hr JR 0.8 hrs @\$200/hr	\$3,150.00
Meet and confer with opposing counsel regarding mediation, mediator selection, scheduling, and informal mediation production; draft emails and participate in calls with defense counsel and Plaintiff regarding same.	FWS 1.5 hrs @\$825/hr AJR 2.8 hrs @\$725/hr SJP 2.2 hrs @\$550/hr	\$4,477.50
Review and organize informal mediation production, including timekeeping records, payroll records, employee handbook, and written policies; prepare data analysis and exposure model.	AJR 20.5 hrs @\$725/hr SJP 8.2 hrs @\$550/hr JR 1.8 hrs @\$200/hr	\$19,732.50
Draft mediation brief and supporting exhibits; prepare for mediation; confer with Plaintiff regarding mediation strategy and claims evaluation.	PKH 1.0 hrs @\$925/hr FWS 3.0 hrs @\$825/hr AJR 12.8 hrs @\$725/hr SJP 8.7 hrs @\$550/hr	\$17,465.00
Attend mediation with Steve Mehta, Esq.; evaluate	FWS 8.0 hrs @\$825/hr AJR 9.0 hrs @\$725/hr	\$17,525.00

mediator's proposal; post-mediation communications with Plaintiff and defense counsel regarding settlement terms.	SJP 8.0 hrs @\$550/hr	
Negotiate and draft MOU and long-form PAGA settlement agreement, release provisions, administration provisions, explanatory letter, and check enclosure; communicate with defense counsel, Plaintiff, and settlement administrator regarding same; obtain and review administration bids.	FWS 1.0 hrs @\$825/hr AJR 6.2 hrs @\$725/hr SJP 3.5 hrs @\$550/hr JR 0.5 hrs @\$200/hr	\$7,345.00
Draft request for dismissal of class claims and non-PAGA claims, supporting declaration, and proposed order; revise after defense review; coordinate filing and service.	AJR 2.6 hrs @\$725/hr SJP 1.7 hrs @\$550/hr JR 1.0 hrs @\$200/hr	\$3,020.00
Draft motion for approval of PAGA settlement, supporting declarations, proposed order and judgment, administrator materials; revise and finalize settlement approval package.	PKH 0.5 hrs @\$925/hr FWS 2.8 hrs @\$825/hr AJR 15.5 hrs @\$725/hr SJP 5.6 hrs @\$550/hr JR 1.2 hrs @\$200/hr	\$17,330.00
TOTAL:		\$110,082.50

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

Cameron Smith v. Regal III, LLC, et al.

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
2/28/2025	ML	Postage for February, 2025.	1 16.32	16.32
	ML	Postage for February, 2025.	6 0.25	1.50
3/26/2025	ML	LWDA Filing Fee. Order #: ORD-000321683	1 75.00	75.00
3/31/2025	ML	Postage for March, 2025.	1 16.88	16.88
	ML	Copying cost for March, 2025.	12 0.25	3.00
4/16/2025	IO	One Legal's filing fee for: Complaint Filed,Summons Issued,Civil Case Cover Sheet Order #: 25018242	1 1,546.17	1,546.17
4/21/2025	ML	First Legal's Notice of Posting Jury Fees. Order #: 17207825	1 174.90	174.90
6/26/2025	IO	One Legal's filing fee for: Amended Complaint Order #: 25635174	1 23.63	23.63
6/30/2025	ML	Postage for June, 2025.	1 4.81	4.81
	ML	Copying cost for June, 2025.	105 0.25	26.25

		<u>Qty/Price</u>	<u>Amount</u>
7/25/2025	IO One Legal's filing fee for: Proof of Service of Process Order #: 25891708	1 23.63	23.63
7/26/2025	ML One Legal's filing fee for: Notice Order #: 25849007	1 23.63	23.63
7/31/2025	ML Copying cost for July, 2025.	3 0.25	0.75
8/6/2025	IO One Legal's Filing fee: Case Management Statement, Proof of Service of Motion/OSC Order #: 25989963	1 23.63	23.63
8/29/2025	IO Steven G. Mehta mediation fee for 27 February, 2026 Invoice #: 20169	1 11,000.00	11,000.00
9/30/2025	ML Copying cost for September, 2025.	5 0.25	1.25
1/14/2026	IO One Legal's Filing fee for: Case Management Statement Order #: 27199186	1 24.73	24.73
2/28/2026	ML Westlaw cost for February, 2026.	1 24.00	24.00
Total additional charges			\$13,010.08
Balance due			\$13,010.08

EXHIBIT 7

HAINES LAW GROUP, APC

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 phaines@haineslawgroup.com
 Fletcher W. Schmidt (SBN 286462)
 fschmidt@haineslawgroup.com
 Andrew J. Rowbotham (SBN 301367)
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Attorneys for Plaintiff Tamiko Brooks

JUSTICE LAW CORPORATION

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 751 N. Fair Oaks Ave., Suite 101
 Pasadena, California 91103
 Telephone: (818) 230-7502
 Facsimile: (818) 230-7259
Attorneys for Plaintiff Alyssa Webb,

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

TAMIKO BROOKS and ALYSSA WEBB, as
 individuals and on behalf of all others similarly
 situated,

Plaintiffs,

v.

HOME CARE ASSISTANCE OF
 CALIFORNIA, LLC, a Delaware Limited
 Liability Company; HOME CARE
 ASSISTANCE, INC., a California
 Corporation; HOME CARE ASSISTANCE,
 LLC, a Delaware Limited Liability Company,
 and DOES 1 through 100,

Defendants.

Case No. 21STCV06850

*[Case assigned for all purposes to the Hon.
 Doreen B. Boxer, Dept. 19]*

**~~PROPOSED~~ JUDGMENT AND
 ORDER GRANTING PLAINTIFFS'
 MOTION FOR SETTLEMENT
 APPROVAL OF CLAIMS BROUGHT
 UNDER THE PRIVATE ATTORNEYS
 GENERAL ACT, REASONABLE
 ATTORNEYS' FEES AND COSTS, AND
 REPRESENTATIVE ENHANCEMENT
 PAYMENT**

RESERVATION ID 600106760667

Date: July 8, 2025
 Time: 8:30 a.m.
 Dept.: 19

Action Filed: February 22, 2021
 Trial Date: None Set

~~PROPOSED~~ JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT APPROVAL

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06-05-2025

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims ("PAGA Notice"), which will be mailed via First-Class U.S.
3 Mail to the PAGA Aggrieved Employees along with the Individual PAGA Payments.

4 6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

5 7. Within ten (10) business days of the date of this Order, Defendant will provide the
6 Settlement Administrator with the full names, mailing addresses, telephone numbers, social
7 security numbers, and pay period information during the PAGA Period for all PAGA Aggrieved
8 Employees.

9 8. The Settlement Administrator is directed to mail the Individual PAGA Payments,
10 as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved
11 Employees within the time limits specified in the Settlement Agreement.

12 9. The Court finds that attorneys' fees in the total amount of \$1,233,333.33 and
13 reimbursement of litigation costs of \$30,511.01 to Haines Law Group, APC, and \$22,004.29 to
14 Justice Law Corporation, are fair, reasonable, and adequate, and orders that the Settlement
15 Administrator distribute these payments to Plaintiffs' Counsel as provided for in the Settlement
16 Agreement.

17 10. The Court orders that the Settlement Administrator will be paid \$29,950 for all of
18 its work done and to be done until the completion of this matter, and finds that sum appropriate.

19 11. The Court finds that the Plaintiffs' Representative Service Payments in the amount
20 of \$5,000.00 to each Plaintiff (\$10,000.00 total) is appropriate for the risks they undertook and
21 their service to the PAGA Aggrieved Employees and the State of California. The Court finds that
22 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
23 this payment in conformity with the terms of the Settlement.

24 12. The Court finds that the payment to the State of California Labor and Workforce
25 Development Agency ("LWDA") in the amount of \$1,780,651.03 (representing 75% of the
26 PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair,
27 adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the
28 terms of the PAGA Settlement Agreement.

1 13. The court approves the limited scope of the releases contained in the Settlement
2 Agreement.

3 a. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiffs
4 and their respective former and present spouses, representatives, agents, attorneys (including
5 PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge
6 Released Parties¹ from all claims, transactions or occurrences that occurred during the PAGA
7 Period, including, but not limited to: all claims that were, or reasonably could have been, alleged,
8 based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs'
9 Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Settlement
10 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
11 security benefits, workers' compensation benefits that arose at any time or based on occurrences
12 outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law
13 different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but
14 agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
15 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

16 b. Upon the Effective Date, as defined in the Settlement Agreement, All PAGA
17 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
18 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the
19 Released Parties from all PAGA claims that are based on the Labor Code violations pled in the
20 Operative Complaint or Plaintiffs' PAGA Notices, or which could have been pled in the Operative
21 Complaint in the Action based on the factual allegations therein, that arose during the PAGA
22 Period. PAGA Aggrieved Employees other than Plaintiffs will not be releasing any underlying
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¹ "Released Parties" is defined in the Settlement Agreement as: "Defendant, its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. For clarity, "Released Parties" includes, but is not limited to, TheKey of California, LLC (f/k/a Home Care Assistance of California, LLC), Home Care Assistance, Inc., TheKey Holdings, LLC (f/k/a Home Care Assistance Holdings, LLC) and TheKey, LLC (f/k/a Home Care Assistance, LLC).

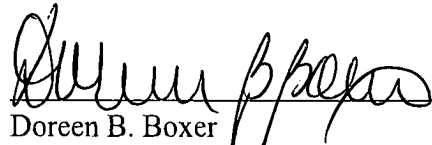
1 wage and hour claims through this Settlement, only PAGA claims. PAGA Aggrieved Employees
2 will not be provided with the opportunity to opt out of this PAGA Release.

3 c. Upon the Effective Date, as defined in the Settlement Agreement, PAGA
4 Counsel release on behalf of their present and former attorneys, employees, agents, successors
5 and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the
6 Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA
7 Notice.

8 14. Without affecting the finality of this Final Judgment and Order in any way, the
9 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
10 of the Settlement Agreement.

11 **IT IS SO ORDERED.**

12 Dated: 7/8/2025

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14 Doreen B. Boxer
15 Judge of the Superior Court
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FILED

KERN COUNTY SUPERIOR COURT
12/13/2024

BY Fogerson, Vickie
DEPUTY

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
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Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ALEJANDRO ORTEGA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

KEY ENERGY SERVICES, LLC, a Texas
limited liability company; and DOES 1
through 100,

Defendants.

Case No.: BCV-23-102240-BCB

*[Assigned for all purposes to the Hon. Bernard
C. Barmann, Jr., Bakersfield Division H]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: December 13, 2024

Time: 8:30 a.m.

Dept: Bakersfield Division H

Action Filed: July 12, 2023

Trial Date: None Set

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT APPROVAL

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1. The “PAGA Aggrieved Employees” will be defined as: “all of Defendant’s current and former non-exempt employees in California who held the job title(s) of Rig Services, Coiled Tubing, and/or Fishing and Rental, and who worked at any time during the PAGA Period.”
2. The “PAGA Period” is defined as July 12, 2022 to March 25, 2024.
3. The Court hereby approves the Settlement as set forth in the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA Settlement Agreement according to its terms.
4. The Court orders that Defendant will pay the Maximum Settlement Amount of \$265,000.00 to the Settlement Administrator within 30 calendar days after the “Effective Date,” as that term is defined in the PAGA Settlement Agreement.

2

~~PROPOSED~~ JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT APPROVAL

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims (“PAGA Notice”), which will be mailed via First-Class U.S.
3 Mail to the PAGA Aggrieved Employees along with the Individual Settlement Payments.

4 6. The Court hereby appoints Phoenix Class Action Administration Solutions as the
5 Settlement Administrator.

6 7. Within ten (10) business days after this Court signs this Judgment and Order,
7 Defendant will provide the Settlement Administrator with the full names, last known mailing
8 addresses, last known telephone numbers, social security numbers, and pay period information
9 during the PAGA Period for all PAGA Aggrieved Employees.

10 8. The Settlement Administrator is directed to mail the Individual Settlement
11 Payments, as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA
12 Aggrieved Employees within the time limits specified in the Settlement Agreement.

13 9. The Court finds that attorneys’ fees in the total amount of \$88,333.33 and
14 reimbursement of litigation costs of \$21,769.23 to Haines Law Group, APC, is fair, reasonable,
15 and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff’s
16 Counsel as provided for in the Settlement Agreement.

17 10. The Court orders that the Settlement Administrator will be paid \$4,500 for all of
18 its work done and to be done until the completion of this matter, and finds that sum appropriate.

19 11. The Court finds that the Plaintiff’s Representative Enhancement Payment in the
20 amount of \$5,000.00 to Plaintiff is appropriate for the risks he undertook and his service to the
21 PAGA Aggrieved Employees and the State of California. The Court finds that this award is fair,
22 reasonable, and adequate, and orders that the Settlement Administrator make this payment in
23 conformity with the terms of the Settlement.

24 12. The Court finds that the payment to the State of California Labor and Workforce
25 Development Agency (“LWDA”) in the amount of \$109,048.08 (representing 75% of the PAGA
26 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
27 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
28 the PAGA Settlement Agreement.

1 13. The court approves the limited scope of the release contained in the Settlement
2 Agreement. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff, the State
3 of California, the LWDA, and the PAGA Aggrieved Employees will fully and finally release
4 Defendant, its past and present parent companies, subsidiaries, divisions, related or affiliated
5 companies, shareholders, members, managers, managing agents, officers, directors, employees,
6 agents, attorneys, insurers, successors and assigns from any and all liability for all PAGA claims
7 that are based on the Labor Code violations pled in the operative complaint in the Action and
8 Plaintiff's July 12, 2023 PAGA Notice letter to the LWDA, or which could have been pled in the
9 operative complaint in the Action based on the factual allegations therein, that arose during the
10 PAGA Period. PAGA Aggrieved Employees other than Plaintiff will not be releasing any
11 underlying wage and hour claims through this settlement, only PAGA claims. PAGA Aggrieved
12 Employees will not be provided with the opportunity to opt out of this PAGA settlement and
13 release.

14 14. Without affecting the finality of this Final Judgment and Order in any way, the
15 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
16 of the Settlement Agreement.

17 **IT IS SO ORDERED.**

18 Dated: December 13, 2024

19 
20 Honorable Bernard C. Barmann, Jr.
21 Judge of the Superior Court

22 Signed: 12/13/2024 09:00 AM

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Attorneys for Plaintiff

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

AUG 07 2020

STEPHANIE CAMERON, CLERK

BY:



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

IRMA FERREYRA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALVAREZ HARVESTING, INC., a California
Corporation; SUNWEST FRUIT CO., INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. VCU276487

*[Assigned for all purposes to the Hon. Bret D.
Hillman, Dept. 7]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
RENEWED MOTION FOR
SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**

Date: July 21, 2020
Time: 8:30 a.m.
Dept: 7

Action Filed: December 3, 2018
Trial Date: None Set

FAXED



1
2 **[PROPOSED] JUDGMENT AND ORDER**

3 The Renewed Motion of Plaintiff Irma Ferreyra ("Plaintiff") for Settlement Approval of
4 Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs,
5 and Enhancement Award came on regularly for hearing before this Court on July 21, 2020 at 8:30
6 a.m. Having considered the Settlement Agreement entered into between Plaintiff and Defendants
7 Alvarez Harvesting, Inc. and Sunwest Fruit Co., Inc. (collectively, "Defendants") and the
8 documents and evidence presented in support thereof, and recognizing the disputed issues
9 involved in this case, the risks of further prosecution, the benefits to be received by the State of
10 California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby
11 makes a final ruling pursuant to Labor Code § 2699(l) that the proposed Settlement Agreement is
12 fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between
13 the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Renewed
14 Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act,
15 Reasonable Attorneys' Fees and Costs, and Enhancement Award, and HEREBY ORDERS THE
16 FOLLOWING:

17 1. The "Aggrieved Employees" shall be defined as:

18 All current and former non-exempt employees who received at least one wage
19 statement from Defendant Alvarez Harvesting, Inc. in California from September
20 27, 2017 through January 30, 2019.

21 2. The "PAGA Period" means the time period from September 27, 2017 through
22 January 30, 2019.

23 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
24 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
25 according to its terms.

26 4. The Court orders that Defendants shall pay the Maximum Settlement Amount of
27 \$240,000.00 to the Settlement Administrator within thirty (30) calendar days of the date this Order
28 is entered, as provided for in the Settlement Agreement.

///

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims, attached as Exhibit A to the parties' Settlement Agreement,
3 which shall be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and
4 Spanish along with the Individual Settlement Payments.

5 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
6 Administrator.

7 7. Within ten (10) business days of the date this Order is entered, Defendants will
8 provide the Settlement Administrator with a list containing the Aggrieved Employees' full name,
9 last known mailing address, last known telephone number, start date(s) of employment, end
10 date(s) of employment, total pay periods worked during the PAGA Period, and Social Security
11 numbers. The list will also contain the sum total of all pay periods worked by all Aggrieved
12 Employees during the PAGA Period.

13 8. The Settlement Administrator is directed to mail the Individual Settlement
14 Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and
15 Release of Claims to the Aggrieved Employees within two (2) business days after receiving
16 approval by counsel for the parties of the anonymized spreadsheet containing the Individual
17 Settlement Payment amounts for each Aggrieved Employee and the data used to calculate said
18 payments.

19 9. The Court finds that attorneys' fees in the amount of \$80,000.00 for Plaintiff's
20 Counsel, and reimbursement of litigation costs of \$3,946.58 to Plaintiff's Counsel are fair,
21 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
22 to Plaintiff's Counsel as provided for in the Settlement Agreement.

23 10. The Court orders that the Settlement Administrator shall be paid \$6,000.00 for all
24 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

25 11. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
26 reasonable in recognition of the contributions she has made and the risks she undertook on behalf
27 of the Aggrieved Employees and the State of California, as well as her general release of claims
28

1 against Defendants, including her underlying wage and hour claims, and orders that the
2 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
3 Agreement.

4 12. The Court finds that the payment to the State of California Labor and Workforce
5 Development Agency ("LWDA") in the amount of \$108,790.06 (representing 75% of the PAGA
6 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
7 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
8 the Settlement Agreement.

9 13. The court approves the limited scope of the PAGA Release contained in the
10 Settlement Agreement. Following entry of this Order and Final Judgment, all Aggrieved
11 Employees will release Defendants and Defendants' affiliated companies and their respective
12 parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without
13 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
14 present or future officers, directors and employees), predecessors, successors, and assigns
15 (collectively, the "Released Parties") from any and all PAGA claims that were pled in the Action,
16 or which could have been pled under the PAGA based on the factual allegations in the Action,
17 that arose during the PAGA period ("PAGA Released Claims").

18 14. Upon entry of this Final Order and Judgment, Plaintiff and the Aggrieved
19 Employees will release any and all PAGA Released Claims against the Released Parties, and will
20 be forever barred from pursuing any and all of the PAGA Released Claims against the Released
21 Parties. Without affecting the finality of this Final Order and Judgment in any way, the Court
22 retains jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms
23 of the Settlement Agreement.

24
25 **IT IS SO ORDERED.**

26
27 Dated: 8/7, 2020

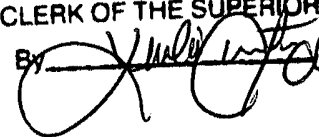


Honorable Bret D. Hillman
Judge of the Superior Court

FILED
ALAMEDA COUNTY

AUG 02 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - OAKLAND - RCD COURTHOUSE

VALERIE ENOMBANG, individually and
on behalf of all other similarly situated
aggrieved employees,

Plaintiff,

v.

TARGET CORPORATION, and DOES
1-10, inclusive,

Defendants.

CASE NO. RG17853948

~~PROPOSED~~ ORDER GRANTING JOINT
MOTION FOR APPROVAL OF
SETTLEMENT AND JUDGMENT
THEREON; AND AWARDING
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

Date: July 24, 2018

Time: 3:00 p.m.

Dept: 23

Judge: Hon. Brad Seligman

The hearing on the parties' Joint Motion for Approval of Settlement came for hearing on July 24, 2018, in the Alameda County Superior Court, the Honorable Brad Seligman, presiding. The Court has reviewed the materials submitted by the parties, including the Settlement Agreement ("Settlement") and various motions and supplemental briefs.

During the hearing, the Court expressed concern about Section II(E)(2) of the Settlement, which sets forth a waiver of rights under Civil Code section 1542. The parties have agreed to strike Section II(E)(2) from the Settlement. With that revision, the Court finds the Settlement is entitled to judicial approval and meets all of the requirements for approval under the Labor Code Private Attorneys General Act, including the notice of the Settlement having been properly provided to the California Labor and Workforce Development Agency

1 ("LWDA"). The Court also finds that the LWDA has not objected to, and is deemed to have
2 approved of, the terms of the Settlement. The Court further finds that, although no one other
3 than the LWDA has standing to object to the terms of the Settlement, no other objection to the
4 Settlement has been received by the Court.

5 The Court further finds that executing the seating program set forth in Section
6 II(B)(2)(a-d) of the Settlement, namely notifying each affected employee of the right to request
7 and be provided with a suitable seat or stool, and by actually providing a suitable seat or stool
8 if requested, complies with Section 14 of Wage Order 7-2001.

9 The Court additionally finds that the dismissal of the PAGA cause of action in
10 *Thompson* without prejudice as to non-Cashiers comports with the requirements of PAGA, that
11 because the PAGA cause of action in *Thompson* was brought solely as a representative action
12 under PAGA, and not as a class action, the non-Cashiers have no legally cognizable interest
13 that is impacted by the dismissal of *Thompson*, the non-Cashiers in *Thompson* have no right to
14 notice of the dismissal, and the non-Cashiers in *Thompson* have no standing to object or
15 otherwise challenge the dismissal.

16 Accordingly, the Court hereby orders, adjudges, and decrees as follows:

17 1. The Parties, their Counsel, and the Settlement Administrator shall take all steps
18 necessary to implement and consummate the Settlement according to the terms and provisions,
19 including but not limited to the parties effectuating the dismissals of *Murphy v. Target*
20 *Corporation*, U.S. District Court for the Southern District of California Case No. 09-1436 and
21 *Thompson v. Target Corporation*, U.S. District Court of the Central District of California Case
22 No. 16-0839, pursuant to Section II(D)(2) of the Settlement.

23 2. The Court awards plaintiffs' counsel attorneys' fees in the amount of Three
24 Million, Six Hundred Thousand Dollars and No Cents (\$3,600,000.00), plus costs in the
25 amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00). The Court finds the
26 attorney hours, hourly rates, and costs incurred by plaintiffs' counsel over this nine-year
27 litigation as reflected in their declarations were reasonable, and further that plaintiffs' counsel
28 are entitled to a multiplier given the novelty of the claims and the contingent nature of the fee.

1 The Court further awards the representative plaintiffs, Valerie Enombang, Danyell Murpy,
2 Candi Perry, and Stacy Thompson, Twenty Thousand Dollars (\$20,000.00) each for the time
3 they spent, and the risk they undertook, in prosecuting these actions on behalf of the State and
4 the aggrieved employees. All of these amounts shall be deducted from the \$9 million
5 settlement fund. Attorneys' fees shall be distributed consistent with the Settlement.

6 3. Without affecting the finality of this Judgment or the Settlement, this Court
7 shall, pursuant to Section II(F)(3) of the Settlement, retain continuing jurisdiction over the
8 parties to this action to ensure effectuation of the Settlement in accordance with the terms of
9 the Settlement and this Judgment.

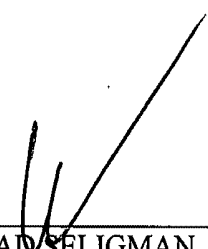
10 4. To the extent any settlement checks are uncashed by the deadline provided in
11 the Settlement, or in the event there any other undistributed settlement funds, such funds shall
12 be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with
13 Bus. & Prof. Code sections 6216 to 6223.

14 5. Judgment and dismissal is hereby entered as to Plaintiff Valerie Enombang, the
15 LWDA, and all individuals who worked for Defendant in California as a Cashier as that term
16 is defined in the Settlement Agreement at any time from April 14, 2008 through the date of
17 this Order.

18 6. Except as otherwise provided by the Settlement, each side shall bear their own
19 attorneys' fees and costs.

20 **IT IS SO ORDERED.**

21
22
23 DATED: 8/2/18


HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE**

MINUTE ORDER

DATE: 07/24/2018

TIME: 02:00:00 PM

DEPT: 53

JUDICIAL OFFICER PRESIDING: David Brown

CLERK: E. Brown

REPORTER/ERM: T. Huffman CSR# 13789

BAILIFF/COURT ATTENDANT: M. Oreschak, M. Meraz

CASE NO: **34-2017-00220347-CU-OE-GDS** CASE INIT.DATE: 10/10/2017

CASE TITLE: **Grace vs. Flowmaster Inc**

CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES

Theresa Mak, counsel, present for Defendant(s).

Jill Vecchi, counsel present for plaintiff, telephonically

Nature of Proceeding: Motion for Approval of Settlement

TENTATIVE RULING

Plaintiff Carrie Grace's unopposed motion for approval of settlement of claims brought pursuant to the Private Attorney General Act of 2004 ("PAGA") is granted.

Plaintiff seeks an order approving settlement of claims brought in this action on behalf of herself and all persons employed by Defendant Flowmaster, Inc. in non-exempt positions in its warehouses between August 7, 2016 and July 27, 2018 or the date the Court approves the settlement, whichever is earlier. The PAGA claims were premised on six alleged violations of Labor Code (e.g., failure to pay wages, failure to provide meal and rest breaks, failure to provide itemized wage statements). Approximately 323 employees suffered the alleged Labor Code violations during the relevant period. Plaintiff calculated Flowmaster's maximum potential exposure at approximately \$3,459,000 based on multiplying 5,765 pay periods by 6 PAGA violations by \$100. Flowmaster contends its exposure is limited to \$576,500. Flowmaster asserted numerous defenses including that the case could not be managed. The parties reached a settlement for \$750,000. The settlement includes attorneys' fees of \$247,500 (33% of the settlement), \$15,588.67 in costs, a \$10,000 service payment to Plaintiff, and up to \$5,000 in claims administration costs. The net settlement amount is \$471,911.33. 75% of that amount (\$353,933.50) will be distributed to the Labor and Workforce Development Agency [LWDA] and 25% (\$117,977.83) to the aggrieved employees based on the number of pay periods worked during the relevant time period.

Settlement of PAGA claims requires Court approval. Labor Code § 2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action pursuant to this part." Thus, the settlement of a PAGA claim requires court approval pursuant to the operative PAGA statute, which states that the "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." (See Labor Code § 2699(1)(2).) As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (See *In re TD Ameritrade Account Holder Litig.*, 2011 U.S. Dist. LEXIS 103222, 24 (N.D. Cal. Sept. 12, 2011).) Indeed, "the very essence of a

settlement is ... 'a yielding of absolutes and an abandoning of highest hopes'" [*Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624 (9th Cir., 1982)], as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (See *Id.*, at 625.) As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (See *Id.*)

Although the operative PAGA statute does not set forth the criteria on which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement under Fed. R. Civ. P. 23 ("Rule 23"), CCP. § 382 and Rule 3.769, Cal. Rules of Court, as courts within California have approved settlements of PAGA claims encompassed within class action settlements using Rule 23 criteria. However, it is important to underscore that not all Rule 23 factors can be applied, as "a PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of Rule 23." (See *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302, 8 (E.D. Cal. Jan. 25, 2012); *Thomas v. Aetna Health of Cal. Inc.* 2011 U.S. Dist. LEXIS 59377 (E.D. Cal. June 2, 2011); *Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454 (E.D. Cal. June 30, 2010). Based thereon, a court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process completely distinct from approval of a class action settlement under Rule 23 or CCP. § 382 and 15 Rule 3.769, Cal. Rules of Court.

First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount which "aggrieved employees" are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages" [*Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454, 11 (E.D. Cal. June 30, 2010)], and "[u]nlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (See *Ochoa-Hernandez v. CJADERS Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774, 12 (N.D. Cal. Apr. 2, 2010). Second, consistent with the fact that unnamed employees have no properly interest in a PAGA claim, "[u]named employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (See *Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS 32774, at 13.) Finally, unlike a class action settlement under Rule 23(e) or CCP. § 382, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding" [*Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986], "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (See *Id.*, at 987.) Thus, the scope of a release in a PAGA settlement is necessarily strictly confined to the civil penalties alleged in the first amended complaint.

In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided is whether the Settlement is fair, adequate and reasonable. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as it is the product of (1) arms-length negotiations, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) it reflects a reasoned compromise based directly on the relative strength and value of the PAGA claim, as well as the risks, expense, complexity and likely duration of further litigation. The settlement was the product of arms-length negotiations reached at mediation and was negotiated by counsel with significant experience in wage and hour litigation and occurred after counsel conducted significant investigation to evaluate the strength and potential value of the PAGA claims and risks of litigating through trial. (Turley Decl. ¶¶ 2-29) In addition, the settlement achieves a significant benefit given it results in a recovery of \$750,000 for the PAGA penalties. Further, the scope of the release is

narrowly tailored and is only limited to the civil penalties asserted in the action under PAGA, in conformity with *Arias, supra*, 46 Cal.4th at 987. In addition, Plaintiff submitted the proposed settlement to the Labor and Workforce Development Agency at the same time it was presented to the Court as required by Labor Code § 2699(l)(2). (Id. ¶ 18.) As a result, the Court finds that the instant settlement is fair, adequate and reasonable and it is approved.

In addition, the Court approves Plaintiff's Counsel's request for fees and costs. Counsel is entitled to recover attorneys' fees and costs under the "common fund" doctrine as a matter of right. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." (See *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478.) In *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn. 19, the California Supreme Court upheld an attorneys' fee award based on a percentage of the common benefit obtained in a lawsuit by a city employees' association for retroactive wages. "When assessing whether the percentage requested is reasonable, courts look to factors such as: (a) the results achieved; (b) the risk of litigation; (c) the skill required, (d) the quality of work; (e) the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases." (See *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 492 (E.D. Cal. 2010).) Plaintiff's Counsel's request for attorneys' fees in the amount of \$247,500 (33%) from the \$750,000 PAGA Settlement Sum falls well within the "zone of reasonableness." It is important to highlight at the outset that the fee amount presently sought is not extraordinary, but actually falls at the "average" fee deemed reasonable under California State court authority, as it is recognized that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million." (See, e.g. *Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. June 9, 2011). Moreover, taking into account the contingency risk Plaintiff's Counsel agreed to incur for the benefit of the State of California (which elected not to take the case after receiving the PAGA Notice), and the significant results achieved - facts which justify the requested fee - Plaintiff's Counsel's requested fee is reasonable under all applicable standards. In addition the \$15,588.67 in litigation costs are reasonable.

Further, the \$10,000 service payment to Plaintiff is appropriate. Case authority supports the award of incentive payments in private attorney general actions. A named plaintiff's "willingness to act as a private attorney general" can justify an award of an incentive payment. (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)

In addition, the \$5,000 in administration costs for Simpluris, Inc. to administer the settlement is reasonable.

The Court will sign the proposed order.

COURT RULING

The tentative ruling was affirmed as modified on the record.

CASE NAME: Resendez v. Bridgestone Retail Operations, LLC
CASE NO.: BC596892
HEARING DATE: 6/13/16
DEPARTMENT: 37
CALENDAR NO.: 9
TRIAL DATE: 2/14/17
NOTICE: OK
SUBJECT: Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act
MOVING PARTY: Plaintiff Sophia P. Resendez, on behalf of herself and all others similarly situated
OPPOSING PARTY: None

FILED
Superior Court of California
County of Los Angeles

JUN 13 2016

Shérri A. Carter, Executive Officer/Clerk
By K. Mason Deputy
K. Mason

COURT'S TENTATIVE RULING

The unopposed motion is granted. Counsel for Plaintiff to give notice.

STATEMENT OF THE CASE

This is an action for civil penalties under the Private Attorneys General Act of 2004 (PAGA), which is codified in the Labor Code (Lab. Code, § 2698 et seq.). Defendant Bridgestone Retail Operations, LLC operates a chain of auto care and tire stores and employed Plaintiff Sophia P. Resendez from August 18, 2013 until May 14, 2015. Plaintiff alleges that Defendant failed to include its address on employee wage statements in violation of Labor Code section 226, subdivision (a)(8), and that Defendant paid meal period premiums to non-exempt employees pursuant to Labor Code section 226.7, thereby acknowledging that it had violated Labor Code section 512 regarding the provision of meal periods. Plaintiff filed suit on October 5, 2015, and the parties settled the matter during mediation with the Honorable Ronald M. Sabraw (Ret.) on February 25, 2016.

DISCUSSION

I. General Legal Principles Applicable to PAGA Settlements

A. The PAGA

Plaintiff moves the court to review and approve the civil penalties sought as part of the settlement of her PAGA claims. (Lab. Code, § 2699, subd. (f).) The PAGA is "a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies." (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.) The statute provides a mechanism for private enforcement of Labor Code violations for the public benefit. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986; *Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D.Cal. 2010) 2010 WL 1340777, at p. *4.) To incentivize employees to bring PAGA actions, the statute

06/15/2016

provides aggrieved employees 25 percent of the recovered civil penalties. (Lab. Code, § 2699, subd. (i).) The remaining 75 percent is distributed to the Labor and Workforce Development Agency (LWDA) "for enforcement of labor laws and education of employers and employees about their rights and responsibilities under [the Labor Code]." (*Ibid.*)

B. Settlement Generally

In reviewing the terms of a settlement agreement, the court determines whether the settlement is fair, reasonable, and adequate to all concerned, and not the product of fraud, collusion, or overreaching. (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 581.) In the context of a class action settlement, the court considers various factors including whether (1) the settlement is the result of arm's length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Nordstrom*, at p. 581; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) In considering the amount of settlement, the court is mindful that compromise is inherent and necessary in the settlement process. (*Wershba*, at p. 250.)¹

II. Application of General Principles

A. Terms of the Settlement

The settlement provides for Defendant to pay a Gross Settlement Amount (GSA) of \$950,000. After deducting one-third of the GSA (\$316,666.66) for attorney fees, attorney costs (\$7,005.82), an enhancement award for Plaintiff (\$10,000), and settlement administration costs (\$30,000), the settlement provides for distribution of a PAGA penalty fund of no less than \$585,833.34, with no less than \$439,375 to be paid to the LWDA, and no less than \$146,458.34 to be paid to the aggrieved employees. The parties have agreed to use CPT Group, Inc. (CPT) as the third-party settlement administrator. In that capacity, CPT will attempt to notify the aggrieved employees based on information provided by Defendant and distribute payments to the

¹ As Plaintiff points out, a PAGA settlement is different from a class action settlement in at least two respects. First, in considering a PAGA settlement, the court considers whether the total settlement amount achieves the PAGA's objective. Civil penalties are not meant to compensate employees but to serve law enforcement purposes by deterring unlawful conduct. Second, because the PAGA does not create property or substantive rights, aggrieved employees represented by the PAGA representative need not be given notice of the PAGA claim and cannot "opt out" of such a claim. Notwithstanding these difference, the general principles applicable to class action settlements apply equally in this context.

employees.² Aggrieved employees will not be required to submit claim forms to participate, will automatically receive the share of the settlement, and will have 180 days to cash their settlement checks. The amount of any checks that are returned as undeliverable or not cashed within 180 days shall be tendered to a fund benefitting Defendant's employees with personal or family emergencies.

B. Analysis of the Civil Penalties

The settlement represents a compromise with respect to the strength of Plaintiff's claims and Defendant's defenses to those claims. For instance, while Plaintiff contends that Defendant violated Labor Code section 226 by failing to include its address on wage statements, she acknowledges that Labor Code section was amended shortly before she filed suit to permit employers to "cure" such a violation by providing compliant wage statements to affected employees. The parties dispute whether Defendant timely cured the defective wage statements. Similarly, while Plaintiff contends that Defendant violated Labor Code section 512, which obligates employers to provide meal periods, Defendant maintains that it provided employees an extra hour of pay as a "meal period premium" pursuant to Labor Code section 226.7. Although Plaintiff disagrees, it is Defendant's position that it should not be penalized twice for the same violation. After considering the parties' respective positions before and during mediation, Plaintiff calculated civil penalties of \$842,511 for the failure to include an address on wage statements and \$178,145 for the failure to provide meal periods. The GSA represents about 93 percent of Plaintiff's projected total recovery of \$1,020,656.

The parties arrived at the settlement amount with the benefit of informal discovery and experienced counsel. For instance, Defendant provided Plaintiff with payroll data and calculations for aggrieved employees, including the number of deficient wage statements and the number of pay periods in which meal period premiums were paid. Plaintiff's counsel is experienced in wage-and-hour class actions, who believes the settlement to be fair and adequate for all involved. In addition, the parties reached their agreement with the benefit of a neutral mediator. These circumstances demonstrate that the agreement represents an arm's length transaction untainted by fraud, collusion, or self-dealing. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Accordingly, for these reasons, the court determines that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

The PAGA contains a fee-shifting provision providing the prevailing party recovery of attorney fees and costs. (Lab. Code, § 2699, subd. (g).) Here, the one-third fee award is reasonable and consistent with fee awards in class action cases. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11 ["Empirical studies show

² Plaintiff represents that based on the latest information, there are 3,002 persons who fall into the definition of "aggrieved employees" in this case. The estimated average payment for each aggrieved employee is \$48.23.

that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery' "). In addition, the GSA exceeds other PAGA awards that have been approved by courts in this state. (E.g., *Aguirre v. DSW, Inc.* (C.D.Cal. 2012) 2012 WL 11875296, at p. *3 [approving \$10,000 PAGA payment]; *Boyd v. Bank of America Corp.* (C.D.Cal. 2014) 2014 WL 6473804, at p. *8 [approving \$18,750 PAGA payment].) The success of the litigation and the experience of counsel in handling similar matters also favors an award of one-third of the recovery.

The reimbursement of costs of \$7,005.82 is also warranted. Plaintiff presents an itemization of costs, which consists of (1) copying, postage, and research costs; (2) mediation fees; (3) filing and jury fees; (4) CourtCall fees; and (5) parking and mileage. (Declaration of Paul K. Haines, Exh. F.) Similarly, Plaintiff demonstrates that the \$30,000 of administrative costs for CPT is reasonable and warranted. CPT is experienced as a settlement administrator (Declaration of Julie Green ¶¶ 4-7), and Plaintiff represents that the bid of \$30,000 was low and discounted. Accordingly, the attorney and administrative costs are approved as well.

D. Enhancement Award

Finally, Plaintiff's enhancement award of \$10,000 is reasonable. The purpose of such an award is to incentive aggrieved employees to undertake the risks associated with serving in a representative capacity. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 ["service payments" compensate named plaintiff "for their efforts in bringing the action"]; *Ingram v. The Coca-Cola Co.* (N.D.Ga. 2001) 200 F.R.D. 685, 694 ["Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation' ").) Here, Plaintiff provided factual information and documentation to Plaintiff's counsel, assisted in identifying potential witnesses, and attended meetings with counsel. She estimates that she has spent at least 15 hours on these activities to help move the case forward. (Declaration of Sophia Resendez ¶ 5.) In addition, Plaintiff has agreed to a broader release of all known and unknown claims, including those that are not wage and hour related, subject to a waiver of Civil Code section 1542. Given Plaintiff's participation in the case and the broader waiver she has agreed to, the enhancement award is reasonable.

In sum, the settlement is fair, reasonable, and adequate for those concerned. The unopposed motion is granted.

06/15/2016

**Superior Court of California
County of Los Angeles**

Shelley Pickett, *et al.*,

Plaintiff,

vs.

99 Cents Only Stores, *et al.*

Defendants.

Case **BC473038**

No.:

Tentative Ruling

FILED
Superior Court of California
County of Los Angeles
AUG 01 2017
By Sherri R. Carter, Executive Officer/Clerk
Steve Temblador Deputy

Hearing Date: August 1, 2017

Department 54, Judge Ernest M. Hiroshige

Motion for Approval of Representative Action Settlement

Moving Party: Plaintiff/Cross-Defendant Shelley Pickett ("Pickett")

Responding Party: Defendant/Cross-Complainant 99 Cents Only Stores ("99 Cents Only") [non-opposition]

T/R: THE MOTION IS GRANTED.

PLAINTIFF TO NOTICE.

The Court considers the moving papers and Defendant/Cross-Complainant's notice of non-opposition.

Plaintiff moves for an order granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys general Act of 2004 ("PAGA"), Cal. Lab Code § 2698, *et seq.* Pursuant to the proposed settlement, the parties agree to the following terms: (1) 99 Cents Only will provide all of its cashiers in its California stores with suitable seating under Section 14(B) of Wage Order 7-2001, and to create, implement, and communicate pertinent policies to its cashiers regarding this change in policy; (2) \$75,000 to be paid to the California Workforce Development Agency; (3) \$12,500 to be paid to each of the two Plaintiffs; and (4) \$1,190,000 to be paid to Plaintiffs' Counsel for attorney fees and litigation costs. 99 Cents Only filed a statement of non-opposition. Based on the moving papers, the Court finds that the settlement is reasonable and meets the requirements of PAGA. Accordingly, the motion is GRANTED.

Date: August 1, 2017


Judge Ernest M. Hiroshige

08/03/2017

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FILED
Superior Court of California
County of Los Angeles

SEP 24 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy

FILED
Superior Court of California
County of Los Angeles

SEP 24 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy
Lori M. Greene

FAXED

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Attorneys for Plaintiff
and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HELEN CATALINA VARGAS, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

GRUMA CORPORATION, a Nevada
Corporation; and DOES 1 through 100,

Defendants.

Case No. BC707897

[Assigned for all purposes to the Carolyn B.
Kuhl, Dept. SSC-12]

~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND SERVICE AWARD

Date: July 21, 2020

Time: 1:45 p.m.

Dept.: SSC-12

Complaint Filed: June 5, 2018

Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 19 2020
I. LOVO

09/25/2020

CSK

Sept. 24, 2020 at 10:00 am

This matter came on regularly for hearing before this Court on July 21, 2020 at 1:45 p.m.

Having considered the parties' Stipulation for PAGA Settlement ("Settlement");¹ the documents and evidence presented in support thereof; and recognizing the outcome of Plaintiff's investigation of her claims and allegations, the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Allegedly Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties; and the absence of any objection or comment from the California Labor and Workforce Development Agency ("LWDA") after having received notice of the parties' Settlement and Plaintiff's motion; the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for PAGA Settlement Approval of Claims and ORDERS as follows:

1. The "Allegedly Aggrieved Employees" shall be defined as:

All individuals who worked for Defendant Gruma Corporation as nonexempt employees within the State of California at any time from June 11, 2017 through the date the Court Order granting approval of the PAGA Settlement Agreement.

2. The "PAGA Period" means June 11, 2017 through the date the Court Order granting approval of the Settlement.

3. The Court hereby approves the settlement set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

4. The Court orders that Defendant Gruma Corporation ("Defendant") shall pay the Settlement Fund of \$1,917,500 to the Settlement Administrator within thirty (30) days after the Court's order granting final approval of the PAGA Settlement Agreement and is no longer subject to appeal.

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement, attached as Exhibit A to the Declaration of Paul K. Haines submitted concurrently with the Motion for Approval of PAGA Settlement.

1 5. The Court hereby approves, as to form and content, the explanatory Notice
2 submitted by the parties and included as Exhibit A to the Settlement.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within fourteen (14) business days of the Effective Date, Defendant shall provide
6 the Settlement Administrator with a list containing the Allegedly Aggrieved Employees' names,
7 last known addresses, social security numbers, and dates of employment and/or number of pay
8 periods worked during the PAGA Period.

9 8. The Settlement Administrator is directed to mail the individual PAGA payments
10 and the Notice to the Allegedly Aggrieved Employees within five (5) business days after
11 Defendant provides the Settlement Fund to the Settlement Administrator.

12 9. The Court finds that attorneys' fees in the amount of \$639,166.67 for Plaintiff's
13 counsel, and reimbursement of litigation costs of \$29,396.60 to Plaintiff's counsel, are fair,
14 *in light of the benefit obtained for the state and the class* reasonable, and adequate, and orders the Settlement Administrator to distribute these payments
15 to Plaintiff's counsel as provided for in the Settlement.

16 10. The Court orders that Phoenix Settlement Administrators shall be paid \$11,000 for
17 all of its work done and to be done until the completion of this matter, and finds that sum
18 appropriate.

19 11. The Court finds that the Representative Plaintiff Service Award of \$5,000.00 to
20 Plaintiff Helen Catalina Vargas, is fair and reasonable in recognition of the unique contributions
21 she has made and the risks she undertook in representing the State of California and the LWDA
22 in this action, on behalf of the Allegedly Aggrieved Employees and the State, and orders that the
23 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement.

24 12. The Court finds that the distribution of the PAGA Fund to the LWDA and to
25 Allegedly Aggrieved Employees as provided for in the Settlement, is fair, adequate, and
26 reasonable, and orders that payment be made to the LWDA and Allegedly Aggrieved Employees
27 in accordance with the terms of the Settlement.

28 13. The court approves the scope of the release set forth in the Settlement. Following

1 entry of this Judgment and Order and upon the Effective Date, the State of California, Plaintiff
2 and Allegedly Aggrieved Employees, on behalf of themselves and each of their heirs,
3 representatives, successors, assigns, and attorneys, hereby release, and settle any and all claims
4 against the Released Parties for civil penalties they and the State of California may have under
5 the California Labor Code, Wage Orders, regulations, and/or any other provisions of state law
6 arising from allegations that the Allegedly Aggrieved Employees (including Plaintiff) suffered
7 California Labor Code Violations based on (1) non-compliant rest breaks, (2) non-compliant meal
8 periods, (3) non-compliant meal and rest period premium payments, (4) unpaid minimum and
9 overtime wages, (5) failure to pay all wages at the agreed-upon rate and/or without discount, (6)
10 untimely payment of earned wages during employment and at separation of employment, (7) non-
11 compliant wage statements, (8) failure to maintain complete and accurate records, and (9) any
12 other Labor Code violations that were alleged in the Complaint, or that could have been alleged
13 in the Complaint based on the facts alleged in the Complaint, which includes alleged violations
14 of Labor Code sections 201-204, 210, 221-223, 226, 226.3, 226.7, 510, 512, 516, 558, 1174,
15 1174.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 (collectively, the "Released Claims").
16 "Released Parties" means Defendant and each and all of its present, former and future controlling
17 persons, parents, affiliates, business partners, subsidiaries, successors-in-interest, benefit plans
18 sponsored by such companies, shareholders, owners, officers, directors, principals, employees,
19 agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions,
20 predecessors, successors, and assigns.

*This release in no way
affects any claim an Allegedly Aggrieved
Employee may have against the Released
Parties for unpaid wages.*

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08/25/2020

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14. ~~Upon entry of this Final Order and Judgment and upon the Effective Date, the~~
(Upon payment being made in accordance with paragraph 4 hereof,

2 Court permanently enjoins and forever bars the Plaintiff or the Allegedly Aggrieved Employees
3 from instituting or prosecuting any of the "Released Claims" against the "Released Parties,"
4 which were fully and completely resolved as part of the Settlement. Without affecting the finality
5 of this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms
6 of the Settlement.

7 15. The Settlement Administrator shall make a final report confirming the final
8 distribution of funds on or before Aug. 4, 2021. A Non-Appeal
9 Case Review Re: Submission of the Final Report of Disbursement is scheduled for
10 Aug. 11, 2021 at 4:30 a.m./p.m.

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11 **IT IS SO ORDERED.**

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13 Dated: Sept. 24, 2020 By: Carolyn B. Kuhl
14 Honorable Carolyn B. Kuhl
15 Judge of the Superior Court
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09/25/2020

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Attorneys for Plaintiff
Rachael Buhl

(Additional counsel of record on next page)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

RACHAEL BUHL, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

SDX HOME CARE OPERATIONS, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

No. 19STCV23623

**~~[PROPOSED]~~ ORDER GRANTING
JOINT MOTION FOR APPROVAL OF
PAGA SETTLEMENT (Cal. Lab. Code
§ 2699(1)(2)) AND PLAINTIFF'S
MOTION FOR APPROVAL OF
REASONABLE ATTORNEYS' FEES
AND COSTS AND ENHANCEMENT
AWARD**

Date: July 29, 2020
Time: 8:30 a.m.
Dept.: 20, 111 North Hill St., 3rd Flr.,
Los Angeles, CA
Judge: Hon. David J. Cowan

Complaint filed: July 1, 2019
Trial date: None set

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11 Attorneys for Defendant
12 SDX Home Care Operations, LLC
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1 On July 29, 2020, a hearing was held on the joint motion of plaintiff Rachael Buhl and
2 defendant SDX Home Care Operations, LLC, for approval of the settlement of this action under
3 the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698 *et*
4 *seq.*, and on plaintiff’s motion for reasonable attorneys’ fees and costs and enhancement award.

5 The Court having read and considered the parties’ Settlement Agreement (the “Settlement
6 Agreement” or “Settlement”), the papers on the motions, the arguments of counsel, the parties’
7 joint supplemental brief in support of the joint motion, and the law, and recognizing the disputed
8 factual and legal issues involved in this case, the risks of further prosecution, the substantial
9 benefits to be received by the State of California and the alleged aggrieved employees pursuant to
10 the Settlement, the Court hereby makes a final ruling pursuant to California Labor Code section
11 2699(*l*) that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s
12 length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS the parties’ joint motion and plaintiff’s motion and HEREBY ORDERS as follows:

14 1. All terms used for purposes of this order, not otherwise defined, will have the same
15 meaning as given in the Settlement. A copy of the Settlement Agreement executed between the
16 Parties is attached as Exhibit A to this order.

17 2. Pursuant to PAGA, Cal. Lab. Code § 2699(*l*)(2), the California Labor and
18 Workforce Development Agency (the “LWDA”) has been given notice of the Settlement and the
19 joint motion for approval of the Settlement and plaintiff’s motion; on April 15, 2020, plaintiff
20 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement.
21 The Court finds and determines that this notice of the Settlement complied with the statutory
22 requirements of PAGA.

23 3. The Court confirms approval of the Settlement with respect to the following group
24 of individuals (“Settlement Group Members”):

25 All non-exempt employees employed by defendant SDX Home Care Operations,
26 LLC, in California as “Caregivers” or “Home Health Assistants” from April 24,
2018, through June 30, 2020.

27 ///

1 4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
2 Accordingly, the Court hereby approves the Settlement, and directs the parties to effectuate the
3 Settlement according to its terms.

4 5. The Court finds that the form of Letter Enclosing Settlement Share Checks (the
5 “Cover Letter”), attached as Exhibit A to the Settlement Agreement, fairly and adequately
6 describes the Action, the approved Settlement, and the manner in which Settlement Group
7 Members may ask questions regarding their Settlement Shares, and orders that the Cover Letter
8 be mailed via first-class U.S. mail to the Settlement Group Members in English and Spanish, along
9 with the Settlement Share checks.

10 6. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
11 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
12 are fair and reasonable.

13 7. Phoenix Settlement Administrators is appointed to act as the Settlement
14 Administrator, pursuant to the terms of the Settlement Agreement.

15 8. The Court finds that attorneys’ fees in the amount of 35% of the Total Settlement
16 Amount (\$280,000.00) for plaintiff’s counsel, and reimbursement of litigation costs of \$25,534.58
17 to plaintiff’s counsel are fair, reasonable, and adequate, and orders that the Settlement
18 Administrator distribute these payments to plaintiff’s counsel as provided for in the Settlement.

19 9. The Court orders that the Settlement Administrator shall be paid \$3,500.00 for all
20 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

21 10. The Court finds that a Representative Plaintiff’s Payment of \$5,000.00 to plaintiff
22 is fair and reasonable in recognition of the contributions she has made and the risks she undertook
23 on behalf of the Settlement Group Members and the State of California, and orders that the
24 Settlement Administrator distribute this payment to plaintiff as provided for in the Settlement.

25 11. The Court finds that the amount of \$364,474.06 (representing 75% of the PAGA
26 civil penalties under California Labor Code section 2699(i)) payable to the LWDA as provided
27 for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the
28 LWDA in accordance with the terms of the Settlement.

1 12. The Court authorizes the Settlement Administrator to calculate and pay the
2 Settlement Shares, in accordance with the terms of the Settlement, and to pay the LWDA Payment,
3 the Representative Plaintiff's Payment, and the Plaintiff's Counsel Fees and Expenses Payment at
4 the same time as the Settlement Shares.

5 13. Defendant is ordered to provide to the Settlement Administrator not later than 14
6 days after this order becomes Final the names, last known mailing addresses and telephone
7 numbers, Social Security numbers, and Covered Workweeks of all Settlement Group Members.
8 This information will not be disclosed to plaintiff or her counsel, and may be used solely for
9 purposes of administering the Settlement.

10 14. All payments due under the Settlement will be made pursuant to the Settlement.

11 15. If a Settlement Share check comes back to the Settlement Administrator as non-
12 deliverable, the Settlement Administrator will make reasonable efforts to find a current address
13 for the Settlement Group Member and re-mail the check.

14 16. If a Settlement Group Member fails to cash the check for his or her Settlement
15 Shares within 180 days after it is mailed to the Settlement Group Member (or, in the case where
16 the check was returned as non-deliverable, within 180 days after the initial mailing or within 90
17 days after it is mailed to the new address for the Settlement Group Member, whichever is later),
18 the Settlement Administrator will transfer the money represented by the check to the California
19 State Controller's Office Unclaimed Property Fund with an accounting of the amounts being
20 transferred.

21 17. The Court retains exclusive and continuing jurisdiction over this Action under
22 California Code of Civil Procedure section 664.6 for purposes of supervising, administering,
23 implementing, interpreting, and enforcing this order, as well as the Settlement Agreement.

24 18. Nothing in this order or the Settlement Agreement will be construed as an
25 admission or concession by any party, including an admission or concession that defendant bears
26 any liability to the Settlement Group Members or that they were owed the amounts being paid or
27 any amounts. The Settlement Agreement and this resulting order simply represent a compromise
28 of disputed allegations.

1 19. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
2 the date of this order.

3 20. Upon entry of this order, plaintiff and the Settlement Group Members will waive
4 and release all claims against the Released Parties that were pled or could have been pled under
5 PAGA under the California Labor Code, Wage Orders, regulations, and/or other provisions of law
6 alleged in the Action to have been violated with respect to herself and the Settlement Group
7 Members during the Covered Period.

8 21. Based on the foregoing, and in accordance with the Settlement Agreement, this
9 action is DISMISSED WITH PREJUDICE, each side to bear its own costs and attorneys' fees
10 except as provided by the Settlement Agreement.

11 IT IS SO ORDERED.

12 Dated: July 30, 2020.



A handwritten signature in black ink, appearing to read "David J. Cowan".

David J. Cowan
Judge of the Superior Court
David J. Cowan / Judge

13
14 Counsel for plaintiff is ordered to give notice.

09/19/2019

Sherri R. Carter, Executive Officer / Clerk of Court

By: O. Chavez Deputy

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE GUTIERREZ, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

SEIDNER & CO., INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No.: BC724132

*[Assigned for all purposes to the Hon. Holly
J. Fujie; Dept. 56]*

**[PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Date: September 16, 2019

Time: 8:30 a.m.

Dept.: 56

Reservation No.: 122557984660

Action Filed: October 3, 2018

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 16, 2019 at
2 8:30 a.m. Having considered the parties' Settlement Agreement, the documents and evidence
3 presented in support thereof, and recognizing the disputed factual and legal issues involved in
4 this case, the risks of further prosecution, the substantial benefits to be received by the State of
5 California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and
6 adequate nature of the settlement obtained as a result of good faith arm's-length negotiations
7 between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant
8 to Labor Code § 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
9 Motion for Approval of PAGA Settlement and Reasonable Attorneys' Fees, Costs, and
10 Enhancement Award and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former non-exempt employees of Defendant
13 in California from October 3, 2017, until the date that the
14 Court approves this settlement or September 16, 2019,
15 whichever comes earlier ("PAGA Period").

16 2. The Court hereby approves the Settlement as set forth in the Settlement
17 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
18 according to the terms of the Settlement Agreement.

19 3. The Court orders that Defendant Seidner & Co., Inc. shall deposit the Maximum
20 Settlement Amount of \$325,000.00 to the Settlement Administrator within fourteen (14) business
21 days of the Court's approval of the Settlement Agreement.

22 4. The Court hereby approves, as to form and content, the Notice of PAGA
23 Settlement and Release of Claims, submitted by the parties.

24 5. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

25 6. Within fourteen (14) business days of Court approval, Defendant Seidner & Co,
26 Inc. ("Seidner") will provide CPT with a list containing the Aggrieved Employees' full name,
27 last known mailing address, last known telephone number, start date(s) of employment, end
28 date(s) of employment, total pay periods worked, and Social Security numbers. The list will also
contain the total of all pay periods worked by Aggrieved Employees during the PAGA Period.

1 Within ten (10) business days of receipt of this information, the Settlement Administrator will
2 circulate to counsel for Plaintiff and Defendant an anonymized spreadsheet containing the
3 Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said
4 payments.

5 7. CPT Group, Inc. is directed to mail the individual settlement payments (which
6 will include the Aggrieved Employees' 25% share of civil penalties paid under Labor Code §
7 2699(i) and their share of civil penalties under Underpaid Wages and Civil Penalty) and Notice
8 of PAGA Settlement and Release of Claims to the Aggrieved Employees after approval of the
9 anonymized spreadsheet containing the individual settlement payments to each Aggrieved
10 Employee and the data used to calculate said payments from the parties.

11 8. The Court finds that attorneys' fees in the amount of \$108,333.33 for Plaintiff's
12 Counsel, and reimbursement of litigation costs of \$10,357.93 to Plaintiff's Counsel are fair,
13 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
14 to Plaintiff's Counsel as provided for in the Settlement Agreement.

15 9. The Court orders that the Settlement Administrator shall be paid \$7,750.00 for all
16 of its work done and to be done until the completion of this matter and finds that sum appropriate.

17 10. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
18 reasonable in recognition of the unique contributions he has made and the risks he undertook on
19 behalf of the Aggrieved Employees and the State of California, and orders that the Settlement
20 Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

21 11. The Court finds that the amount of \$15,000.00 (representing 75% of the
22 \$20,000.00 set aside for PAGA civil penalties under Labor Code § 2699(i)) shall to be paid to
23 the California Labor and Workforce Development Agency ("LWDA") as provided for by the
24 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
25 accordance with the terms of the Settlement Agreement.

26 12. The court approves the limited scope of the release. Following entry of this Order
27 and Final Judgment, all Aggrieved Employees will release Defendant Seidner & Co., Inc. and its
28 respective heirs, executors, administrators, successors, assignees, parents, subsidiaries and

1 related entities, officers, directors, shareholders, employees, agents, servants, representatives,
2 members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities
3 with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated
4 companies, predecessors, successors and assigns, as well as their past or present officers,
5 directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees
6 (collectively, the "Released Parties") from any and all claims under PAGA that are pled in
7 Plaintiff's Complaint (including Labor Code § 558), or which could have been pled under the
8 PAGA based on the factual allegations in Plaintiff's Complaint, that arose during the PAGA
9 Period.

10 13. Upon entry of this Order and Judgment, the Court permanently enjoins and
11 forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action
12 against the Released Persons which was released as part of the Settlement Agreement. Without
13 affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction to
14 enforce the terms of the Settlement.

15 14. Plaintiff shall file a declaration confirming the final distribution of funds on or
16 before June 5, 2020.

17
18 **IT IS SO ORDERED.**

19 09/19/2019

20 Dated: _____



Holly J. Fujie

Holly J. Fujie / Judge

Honorable Holly J. Fujie
Judge of the Superior Court

NOV 19 2018

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JORGE GONZALEZ, individually and on
behalf of himself and other persons similarly
situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
corporation; and DOES 1 through 30,
inclusive,

Defendants.

LUIS SILVA, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
Corporation, and DOES 1 through 100,

Defendants.

Case No. BC620115 (Lead Case)
Case No. BC622512

*[Assigned for all purposes to the Honorable
David S. Cunningham III, Dept. 37]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION EXPENSES**

Date: September 27, 2018
Time: 8:30 a.m.
Dept.: 37
Reservation ID: 180409304435

Complaint Filed [Lead Case]: May 10, 2016
FSC: October 22, 2018
Trial Date: October 30, 2018

NOVEMBER 19, 2018

1 This matter came on regularly for hearing before this Court on ~~September 27, 2018~~ at
2 8:30 a.m. Having considered the parties' Joint Stipulation of Settlement and Release
3 ("Settlement Agreement" or "Settlement"),¹ the documents and evidence presented in support
4 thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of
5 further prosecution, the substantial benefits to be received by the State of California and the
6 Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of
7 the settlement obtained as a result of good faith arm's-length negotiations between the parties,
8 the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code
9 section 2699(1). Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion
10 for Approval of Settlement of Claims and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All persons who, at any time during the Settlement and Release Period
13 were employed by Defendant in non-exempt hourly positions in the State
of California who were provided with at least one wage statement.

14 2. "Defendant" means CitiStaff Solutions, Inc.

15 3. The "Settlement and Release Period" means from May 10, 2015 to September 12, 2016.

16 4. The Court hereby approves the Settlement as set forth in the Settlement Agreement as
17 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to
18 the terms of the Settlement Agreement.

19 5. The Court orders that Defendant shall pay the Gross Settlement Amount of \$275,000.00
20 to the Settlement Administrator on the following schedule, as provided for in the Settlement
21 Agreement: Payment 1: \$15,000.00, to be paid within five (5) business days from an Order
22 from the Court approving this Settlement or June 1, 2018, whichever is later, representing
23 Representative Plaintiffs' Enhancement Payments; Payment 2: \$12,146.04 to be paid on July 1,
24 2018 representing Aggrieved Employees' Counsel Costs; Payment 3: \$30,555.55 to be paid on
25 August 1, 2018, representing the first 1/3 of the Aggrieved Employees' Counsel Fees; Payment
26 4: \$30,555.55 to be paid on October 1, 2018, representing the second 1/3 of the Aggrieved

27
28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
Settlement Agreement.

1 Employees' Counsel Fees; Payment 5: \$30,555.55 to be paid on December 1, 2018,
2 representing the third 1/3 of the Aggrieved Employees' Counsel Fees; Payment 6: \$15,630.78
3 to be paid on January 1, 2019 representing the amounts distributable to the LWDA, Aggrieved
4 Employees and Settlement Administration Costs; Payments 7 through 18: \$12,777.78 to be
5 paid monthly, commencing on February 1, 2019 through December 1, 2019, to be paid on the
6 first date of each month, representing the amounts distributable to the LWDA, Aggrieved
7 Employees and Settlement Administration Costs.² See Settlement, § III.H.2.

8 6. The Court hereby approves, as to form and content, the Notice of Settlement submitted
9 by the parties.

10 7. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

11 8. Within fifteen (15) business days of settlement approval, CitiStaff will provide CPT
12 with a list containing the Aggrieved Employees' names, last known addresses, last known
13 telephone numbers, and social security numbers.

14 9. CPT Group, Inc. is directed to mail the individual settlement payments and Notice of
15 Settlement to the Aggrieved Employees within ten (10) days of receipt of the Defendant's final
16 payment of the Gross Settlement Amount.

17 10. The Court finds that attorneys' fees in the amount of \$91,666.66 for Plaintiffs' counsel,
18 and reimbursement of litigation costs of ~~\$12,147.00~~ ^{\$11,842.95} to Plaintiffs' counsel, are fair, reasonable,
19 and adequate, and orders that the Settlement Administrator distribute these payments to
20 Plaintiffs' Counsel as provided for in the Settlement Agreement.

21 11. The Court orders that the Settlement Administrator shall be paid up to \$65,000.00 for
22 all of its work done and to be done until the completion of this matter, and finds that sum
23 appropriate.

24 12. The Court finds that Representative Plaintiff Enhancement Payments of \$5,000.00 each
25 to Plaintiffs Jorge Gonzalez, Teresa Nieto, and Luis Silva for a total amount of \$15,000.00, is
26

27 ² The parties have agreed and this Court approves that to the extent that any of the payment
28 deadlines fall prior to the date that this Court issues its approval order, CitiStaff will make any
payments on the due dates with the Settlement Administrator holding the funds in escrow.

1 fair and reasonable in recognition of the unique contributions they have made and the risks they
2 undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
3 the Settlement Administrator distribute this payment to Plaintiffs as provided for in the
4 Settlement Agreement.

5 13. The Court finds that the amount of \$68,389.75, representing 75% of the \$91,186.34
6 allocated as PAGA penalties in this action, to be paid to the California Labor and Workforce
7 Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and
8 reasonable, and orders that payment be made to the LWDA in accordance with the terms of the
9 Settlement Agreement.

10 14. The court approves the limited scope of the release. Following entry of this Order and
11 Final Judgment, Representative Plaintiffs and Aggrieved Employees will have released all
12 Released Claims against Released Persons, meaning that PAGA civil penalties recoverable
13 under any theory of liability upon which such civil penalties under the PAGA could have been
14 recovered based upon the allegations in the operative Complaint, including specifically any and
15 all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts,
16 liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy
17 in law, equity, or whatever kind or nature that were asserted or could have been asserted
18 pursuant to Labor Code §§ 558 or 2698 et seq. for violation of Labor Code Section 226.

19 15. Upon entry of this Final Order and Judgment, the Court permanently enjoins and
20 forever bars the Representative Plaintiffs, Aggrieved Employees' Counsel, or the Aggrieved
21 Employees from instituting or prosecuting any action against the Released Persons which was
22 resolved as part of the Settlement. Without affecting the finality of this Final Order and
23 Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.
24 Plaintiffs shall file a declaration confirming the final distribution of funds on or before

25 JANUARY 21, ²⁰²⁰~~2019~~.

26 **IT IS SO ORDERED.**

27 Dated: 11-19-2018

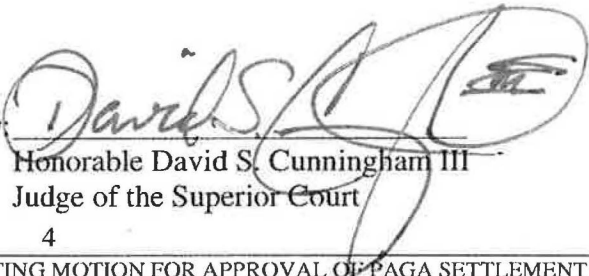
28 By: 
Honorable David S. Cunningham III
Judge of the Superior Court

EXHIBIT 8