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Attorneys for Plaintiff STANLEY RENE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

STANLEY RENE, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

v.

KOCH FILTER CORPORATION, a Kentucky
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. CVRI2300700

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

Date: October 3, 2024
Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1
Reservation #: 972551561962

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law at the law firm
4 of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiff
5 STANLEY RENE (hereafter "Plaintiff") in this wage and hour class action filed against KOCH
6 FILTER CORPORATION (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiff's motion for Preliminary
8 Approval of Class and PAGA Action Settlement.

9 I. EXHIBITS

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
11 of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement
12 Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed
13 Class Notice. Attached as **Exhibit "B"** to the Agreement is a true and correct copy of the proposed
14 Request for Exclusion Form. Attached as **Exhibit "C"** to the Agreement is a true and correct copy of
15 the proposed Objection Form.

16 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
17 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
18 evidencing Class Counsel's compliance with California Labor Code Section 2699(1)(2).

19 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
20 administration submitted by Apex Class Action LLC, in the amount of \$5,000. Class Counsel requested
21 bids from three (3) settlement administration companies and received the lowest bid from Apex Class
22 Action LLC.

23 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm, APC's
24 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
25 Class Counsel.

26 II. INTRODUCTION

27 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
28 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.

1 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
2 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
3 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
4 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
5 denied or of Defendant prevailing at trial. Given that there are approximately 338 Settlement Class
6 Members, the average gross recovery is approximately \$3,173.33 (Net Settlement Amount divided by
7 Settlement Class Members). The range of settlement awards will be provided when Plaintiff moves for
8 final approval of the Settlement.

9 8. As discussed below, the proposed Settlement satisfies all criteria for preliminary
10 settlement approval and falls within the range of reasonableness. The average Individual Settlement
11 Payment to the Settlement Class meets awards in similar wage and hour class actions. Moreover, the
12 proposed Settlement Class is appropriate for provisional certification. Accordingly, Plaintiff
13 respectfully requests the Court grant preliminary approval of the Settlement.

14 III. FACTS AND PROCEDURE

15 A. Overview of the Litigation

16 9. Defendant manufacturers indoor air filtration solutions in Riverside County, where
17 Plaintiff worked. Plaintiff has been employed by Defendant in California since November 2015.
18 Throughout his employment, Plaintiff claims that he was denied legally compliant meal and rest
19 periods, and minimum wages and overtime compensation. Throughout his employment, Plaintiff was
20 subject to Defendant's written policies and procedures contained in, among other things, the "Koch
21 Filter Employee Handbook."

22 10. Generally, Plaintiff claims that Defendant failed to provide compliant meal and rest
23 periods, failed to pay for all time worked, failed to reimburse necessary business expenses, and failed
24 to furnish accurate, itemized wage statements, and failed to pay all wages when due and at the correct
25 rate of pay. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts that it
26 fully complied with all applicable employment laws and raised several other significant defenses to
27 Plaintiff's claims, including but not limited to, asserting that they maintained facially compliant meal
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1 and rest period policies, paid their employees for all hours worked, properly reimbursed all necessary
2 business expenses, and issued legally complaint wage statements.

3 11. On December 5, 2022, Plaintiff served Defendant and the Labor and Workforce
4 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
5 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions
6 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
7 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
8 Code Sections 2698 *et seq* (“PAGA”).

9 12. On February 9, 2023, Plaintiff filed a representative action alleging a single cause of
10 action for violations of PAGA. (“PAGA Action”). JCL Dec., ¶ XX. The same day, Plaintiff filed a
11 separate class action complaint in the Riverside County Superior Court, Case No. CVRI2300700
12 (“Action”). The operative complaint is the First Amended Complaint that alleges wage-and-hour
13 claims for: unpaid wages (minimum, regular, overtime, and doubletime); rounding violations; regular
14 rate of pay violations for overtime, meal period premiums, and sick pay; meal period violations; rest
15 period violations; untimely wages during employment and at termination; non-compliant wage
16 statements; failure to keep requisite payroll records; failure to reimburse business expenses; and unfair
17 business practices (Business and Professions code section 17200.)

18 13. In June 2023, Plaintiff commenced written discovery requesting, among other things, the
19 names and contact information for the putative Class Members. After responding to discovery, the
20 Parties agreed to mediate this action. To prepare for mediation, the Parties agreed to informally
21 exchange additional documents and data points subject to the mediation privilege, including but not
22 limited to, the Class Members’ time data and certain payroll data points. As discussed *infra*, Plaintiff’s
23 counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s
24 time and payroll data.

25 14. On April 16, 2024, the Parties participated in a full day mediation with Hon. Brian C.
26 Walsh (Ret.), a retired jurist and mediator of wage and hour class and PAGA actions. The mediation
27 concluded with a settlement after both sides agreed to a Mediator’s proposal, which was subsequently
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1 memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and
2 negotiated a long-form settlement agreement, which is the subject of the instant motion.

3 15. On June 11, 2024, Plaintiff filed a First Amended Complaint in the Action (“Operative
4 Complaint”) consolidating the Action and PAGA Action.

5 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

6 16. Months before filing the Action, Class Counsel began its pre-filing investigation into
7 Plaintiff’s complaints. Class Counsel’s investigation started with several lengthy interviews with
8 Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment.
9 At the conclusion of the interviews, Class Counsel determined that Plaintiff’s complaints justified
10 further inquiry.

11 17. Class Counsel subsequently requested Plaintiff’s employee files from Defendant. In
12 response, Defendant produced several documents, including but not limited to, copies of Plaintiff’s
13 hiring documents and payroll and time records, schedules, and various company policies. Class
14 Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate
15 Plaintiff’s claims that Defendant failed to, among other things, provide compliant meal and rest periods,
16 and failed to pay for all hours worked, failed to reimburse necessary business expenses, and failure to
17 furnish accurate itemized wage statements.

18 18. To prepare for mediation, Defendant produced time and payroll records for the Class
19 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
20 paid to the Class Members, average hourly rate for the Class Members, average shift length for Class
21 Members, number of current Class Members, number of former Class Members who were employed
22 during the Class Period, and copies of applicable handbooks, policies, and agreements. In total, Class
23 Counsel reviewed hundreds of pages of documents and several hundred thousand data cells of unique
24 of time and payroll data.

25 19. Class Counsel analyzed Defendant’s time and payroll data to assist in the development
26 of various damage models. Among other things, Class Counsel estimated the approximate amount of
27 unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length
28 of shifts and average number of hours worked per week. Class Counsel also estimated the number of

missed, late, or truncated meal and rest periods, the amount of off-the-clock work, and the amount of missed meal and rest period premiums paid during the Class Period.

20. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) engaging in formal class-wide discovery prior to mediation; (5) analyzing the Settlement Class's time and payroll records; (6) analyzing Defendant's labor policies and practices; (7) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (8) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (9) drafting the mediation brief; and (10) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

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

C. The Proposed Settlement Fully Resolves Plaintiff's Claims

22. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 20% as wages ("Wage Portion"); 80% as penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Agreement at §III(L)(3). In calculating Defendant's total damages exposure, Class Counsel determined that the vast majority of damages are for meal and rest premiums, which can be classified as penalties and not

1 wages. Therefore, with the uncertainty regarding how meal and rest premiums would be classified, the
2 Parties agreed that an allocation of 20% as wages and 80% as penalties and interest is far and reasonable.

3 **IV. ARGUMENT**

4 **A. The Court Should Preliminarily Approve the Settlement**

5 23. The Parties participated in mediation retired jurist and highly respected mediator Hon.
6 Brian C. Walsh (Ret.). Judge Walsh managed the Parties' expectations and provided a useful, neutral
7 analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-
8 4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation
9 weighs considerably against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d.
10 Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps
11 to ensure that the proceedings were free of collusion and undue pressure.")) After a full day of mediated
12 negotiations, the Parties reached an agreement and the mediation session concluded with a settlement.

13 24. Once the Parties reached a settlement, they engaged in protracted negotiations regarding
14 the written terms of the class action settlement. The Parties maintained the arm's length, non-collusive
15 and adversarial negotiations while arriving at the final terms of the Settlement. The Agreement is the
16 final product of these settlement negotiations. Objectively, the Settlement terms are fair, adequate and
17 represent a reasonable compromise of the claims at issue.

18 25. The Gross Settlement Amount of \$298,000.00 is fair and reasonable considering the
19 nature and magnitude of the claims being settled and the various potential impediments to recovery.
20 Prior to settlement, Class Counsel developed economic damage models measuring Defendant's liability
21 exposure while accounting for the uncertainties of continued litigation. The various models were
22 informed by Class Counsel's investigation, including the analysis of a significant sample of time and
23 payroll data. Class Counsel projected Defendant's liability exposure for *class claims* (excluding PAGA
24 penalties) ranged between \$817,512.85 ("Realistic Damages") and \$1,591,687.16 ("Maximum
25 Damages") if successful at trial. This range reflects the uncertainty regarding several of the claims.
26 Thus, the Total Settlement Amount represents a recovery of between 36.45% ("Realistic Damages")
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1 and 18.72% (“Maximum Damages”)¹ of Defendant’s class-wide exposure – well within the recognized
2 range of reasonableness. The following summarizes Defendant’s liability exposure:

3 26. Plaintiff primary claim in this Action alleges that Defendant failed to pay for all hours
4 worked. For a portion of the Class Period, Defendant engaged in unlawful time rounding that resulted
5 in an underpayment of wages to Plaintiff and Class Members. Specifically, Defendant’s records showed
6 that approximately 44.1% of shifts resulted in an underpayment of wages, whereas only 0.7% of shifts
7 were overpaid. Defendant denied liability for this claim and argued that the Class Members were paid
8 for all hours worked. Additionally, Defendant argued that any rounding practices ended at the
9 beginning of 2021. Further, Defendant argued that this claim resulted in minimal actual damage to the
10 Class Members and that its rounding policies complied with *See’s Candy Shops, Inc. v. Superior Court*
11 (2012) 210 Cal.App.4th 889.

12 27. Additionally, Plaintiff’s alleged that Defendant failed to pay employees for time spent
13 undergoing COVID-19 temperature checks before they were able to clock in for the start of their shifts.
14 Defendant vigorously denied liability for this claim. Defendant argued that all Class Members were
15 properly paid minimum and overtime compensation for all hours worked and that Class Members were
16 instructed not to work off-the-clock. As a result of the significant underpayment versus underpayment
17 and the off-the-clock COVID-19 temperature checks, Plaintiff applied a 50% discount for this claim.
18 As a result, Plaintiff estimated Defendant’s exposure for unpaid wages ranged from approximately
19 \$67,010.00 to approximately \$233,574.00.

20 28. Plaintiff also alleges that Defendant failed to provide compliant meal periods.
21 Specifically, Plaintiff alleges that as a result of Defendant’s rounding practice, Defendant failed to
22 provide compliant meal periods. As a result, approximately 57% of meal periods were rounded to
23 exactly thirty (30) minutes. Moreover, Plaintiff alleges that his meal periods were often late and short.
24 Specifically, Defendant’s records showed that approximately 80% of meal periods were late and
25 approximately 42% of meal periods were less than thirty minutes.

26 29. Defendant argued, among other things, that it did not engage in meal rounding and
27 provided all its employees, i.e., Class Members and Aggrieved Employees, with the opportunity to take
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¹ The large difference in percentages is a result of the Maximum Damages model accounting for 203 penalties at a 100% violation rate.

1 compliant meal periods. Defendant also argued that it maintained facially compliant meal period
2 policies, including enforceable meal period waivers. Plaintiff's expert confirmed this to be true and
3 found that 99.9% of meal period violations for shifts between 5 and 6 hours were subject to meal period
4 waivers. Thus, Defendant argued that there was no potential liability for Plaintiff's alleged meal period
5 violations and any claimed violations required a highly individualized inquiry not suitable to class
6 treatment. Consequently, Plaintiff applied a 25% discount to this claim and estimated Thus, Plaintiff
7 estimated the damages for this claim ranged from approximately \$419,549.31 to approximately
8 \$559,399.08.

9 30. Plaintiff alleged that Defendant failed to provide compliant rest periods. Specifically,
10 Plaintiff alleged that Defendant's supervisors instructed Plaintiff and other Class Members that they
11 were not allowed to leave the premises during their rest periods, resulting in on-premises rest periods.

12 31. Defendant denied liability and asserted that the workload is not such that it prevented
13 employees from taking a compliant break. Defendant maintained legally compliant written policies and
14 actual practices concerning rest periods throughout the Class Period. Moreover, Plaintiff recognizes the
15 evidentiary burdens establishing this claim. Establishing liability likely would have entailed competing
16 testimony stating either rest breaks were taken, or rest breaks were voluntarily waived. See, e.g.,
17 *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the
18 competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written
19 rest break policy is insufficient for this Court to find that common issues predominate."); *Villa v. United*
20 *Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's
21 own evidence confirms that the written policy does not generate uniform practices").

22 32. Accordingly, Plaintiff's damage model mirrored the same discount as applied to Class
23 Members' meal periods. Plaintiff estimated Defendant's exposure for this claim ranged from
24 approximately \$279,699.54 to approximately \$559,399.08.

25 33. Plaintiff alleges that Defendant failed to reimburse its employees for mandatory business
26 expenses. Specifically, Plaintiff alleges that he and other Class Members were required to use their
27 own personal cellular phones as a result of and in furtherance of their job duties reimbursed for the cost
28 associated with the use of their personal cellular phones.

1 34. Plaintiff alleges he and other Class Members were required to use their personal cell
2 phones to, among other things, communicate with Defendant's supervisors during and after their shifts.
3 Defendant denies these claims, and also notes that the Class is comprised of all non-exempt employees,
4 and even if these claims were true, they would affect only a small subset of that Class. Considering
5 these defenses, Plaintiff applied an 85% discount to this claim. Plaintiff estimated Defendant's
6 exposure for this claim ranged from approximately \$7,012.50 to approximately \$28,050.00.

7 35. Plaintiff also alleged that Defendant failed to furnish its employees with accurate itemized
8 wage statements. Specifically, Plaintiff alleges that as a result of Defendant's failure to provide meal
9 and rest periods as required by the California Labor Code, Plaintiff and other Class Members are entitled
10 to derivative wage statement penalties. (See *Naranjo v. Spectrum Security Services* (2022) 13 Cal. 5th
11 93 (concluding that meal premiums are "wages" entitling employees to derivative wage statement
12 penalties). Further, Defendant argued that even if it failed to furnish accurate wage statements, Plaintiff
13 could not establish the injury requirement on a class-wide basis. As a result, Plaintiff discounted this
14 claim 50% to account for this risk. Plaintiff's expert estimated that Defendant could be liable for
15 \$38,525.00 to approximately \$154,165.00 in *derivative* penalties as a result of these violations.

16 36. Plaintiff alleges that Defendant's alleged violations resulted in derivative violations of
17 Labor Code section 203. Although these *penalties* represented Defendant's largest dollar amount of
18 exposure, this is Plaintiff's most uncertain claim. Specifically, Defendant contends that Plaintiff could
19 not prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203.
20 As this claim is legally precarious, Plaintiff applied a 90% discount. Plaintiff estimated Defendant's
21 exposure for these claims to be approximately \$5,716.50 to approximately \$57,165.00.

22 37. "Under PAGA, a plaintiff may bring a representative action as an aggrieved employee on
23 behalf of herself and other current or former employees and may seek civil penalties for Labor Code
24 violations." *Wilner v. Manpower, Inc.*, 35 F.Supp.3d 1116 (N.D. Cal. 2014). Thus, Plaintiff sought
25 penalties for unpaid wages (including unpaid overtime), non-compliant or no meal periods,
26 noncompliant or no rest periods, and unreimbursed business expenses. The PAGA Period is the period
27 between May 5, 2021 to January 11, 2024, and there are approximately 338 Aggrieved Employees who
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worked a total of 4,550 pay periods. Plaintiff's claims and corresponding PAGA penalties can be broken down as follows:

Labor Code Section	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
351, 510, 558, 1194 and 1197 (unpaid wages)	40	\$100	1,690	100% of total pay periods	\$169,000.00
512 and 226.7 (meal period violations)	40	\$50	1,688	50% of total pay periods	\$84,400.00
512 and 226.7 (rest period violations)	40	\$50	1,688	50% of total pay periods	\$84,400.00
2802 (unreimbursed business expenses)	40	\$100	1,690	100% of total pay periods	\$4,000.00
226 (wage statements)	40	\$100	1,561	100% of total pay periods	\$169,000.00
TOTAL					\$510,800.00

38. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$10,000 which is 3.3% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment (\$7,500.00) will be paid to the LWDA ("LWDA PAGA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment (\$2,500.00) will be distributed to the Aggrieved Employees, which is within the range of PAGA Payment approved by courts and should be approved.

B. Litigation Risks

39. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*

1 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
2 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
3 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
4 individualized questions of fact not susceptible to class treatment.”); *a.S.A. Cab Ltd.* (2009) 176
5 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
6 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
7 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
8 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
9 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
10 certification of driver meal and rest period claims based on the predominance of individual issues).
11 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
12 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
13 settlement.

14 40. Finally, continuing to litigate this action would require continued and extensive resources
15 coupled with significant Court time to proceed through trial and post-trial motions; which can often
16 take years. Furthermore, wage-and-hour litigation is complex and expensive, as it often necessitates
17 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
18 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
19 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
20 the risk of an appeal and subsequent reversal is real.

21 41. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$298,000.00 that
22 is roughly between approximately 18.72% and 36.45% of Defendant’s *class-wide* liability exposure for
23 damages and statutory penalties, and between 14.15% and 36.08% of Defendant’s maximum class wide
24 liability exposure for damages and penalties, including PAGA Penalties. Given the amount of the
25 settlement here, as compared to potential value of the claims, offset by the various inherent risks to
26 continued litigation, the settlement is fair and reasonable.

27 ///

28 ///

1 **B. Proposed Notice Informs the Class About the Case and Settlement**

2 42. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
3 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
4 mail the proposed Class Notice to all Class Members in Spanish and English. The Notice will include
5 information regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms,
6 the class definition, the procedure, and time period within which to requests for exclusions or objections
7 to the Settlement, the date for the final approval hearing, the formula used to calculate settlement
8 payments, and the terms and scope of the Released Class Claims. Agreement at § I(T). The Parties
9 negotiated this method to ensure delivering the most reasonable method of notice to the Class Members
10 while ensuring cost effective administration of the Settlement.

11 43. Accordingly, both the method of disseminating the Class Notice and content of the Class
12 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
13 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed
14 compromise and of the options open to dissenting class members."))

15 **C. The Court Should Preliminarily Approve the Service Award**

16 44. The Settlement provides for a Class Representative Service Award of \$5,000.00² for
17 Plaintiff. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing the

18 ² The amount of the requested enhancement payment-\$10,000-is reasonable by reference to the amounts that California
19 courts (both federal and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Baker*
20 *v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments
21 to three of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super.
22 Ct Mar. 21, 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County
23 Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express*
24 *Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge v.*
25 *Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement
26 payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012)
27 (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct. July 2,
28 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's Secret Stores. LLC*, No.
BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs
along with additional compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No.
BC423798 (L.A. County Super. Ct Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail &*
Commercial Operations, LLC, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement
payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910 (L.A. County Super. Ct. Jan. 29, 2010)
(awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct. Mar.
19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*,
No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray*
Services, Inc., No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named
plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013)
(awarding \$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super.
Ct. Mar. 7, 2013) (awarding \$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No.

1 action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class
2 Counsel on the status of his case and the strategies for prosecuting the claims, and reviewing the
3 proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class.

4 45. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
5 Representative Service Award once preliminary approval of the Settlement is granted. Such motion
6 will be accompanied by a declaration from Plaintiff that describes the services he performed to
7 prosecute this action, includes an estimate of time incurred by Plaintiff in performing these services,
8 the risks he assumed or benefits he received in prosecuting this action, and identify any adverse
9 consequences he suffered in prosecuting this action.

10 46. The Parties also reached an agreement with respect to Plaintiff's Individual Claims.
11 Plaintiff's individual settlement was negotiated the same day as the class and PAGA mediation.
12 However, the settlement of Plaintiff's Individual Claims was negotiated separately and only **after** the
13 class and PAGA settlement was reached. At all times during the mediation and settlement negotiations,
14 Plaintiff prioritized the claims of the class, and did not engage in settlement negotiations of Plaintiff's
15 Individual Claims until the class action was tentatively settled. Plaintiff has negotiated a \$10,000.00
16 settlement for individual claims with Defendant.

17 47. Plaintiff respectfully submits that the above showing is sufficient for preliminary
18 approval of the negotiated Class Representative Service Award.

19 **D. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

20 48. Class Counsel took this matter on a contingency fee basis and invested significant time
21 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
22 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class
23

24 109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguilar v. Cingular*
25 *Wireless. LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 enhancement payment);
26 *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000
27 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6,
28 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-CAS-
JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No.
RIC 10005196 (Riverside Super. Ct. July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security*
Services, Inc., No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v.*
BCBG Maxaria Int'l Holdings, Inc., No. JCCP 4582 (Orange County Super. Ct. Jan. 24, 2013) (awarding \$10,000
enhancement payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County
Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

1 Members. Considering the positive outcome for the Settlement Class Members, and in light of the
2 supporting authority, the proposed Class Counsel award is fair and reasonable.

3 49. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
4 preliminary approval of the Settlement is granted. Such motion will be accompanied by a declaration
5 that provides evidence of the total amount of time spent by Class Counsel, a description of the work
6 performed, and the reasonableness of the fees charged. Such declaration will also include a detailed
7 description of the costs actually incurred. This declaration will include details related to fee splitting
8 between Class Counsel, and Plaintiff's written notice of such. Plaintiff respectfully submits that the
9 above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

10 **E. The Court Should Provisionally Certify the Settlement Class**

11 50. For Settlement purposes, Plaintiff contends, and Defendant does not dispute, that
12 provisional certification of the Class is appropriate.

13 51. Because all Class Members are Defendant's current and former employees, the class is
14 readily ascertainable from Defendant's regular business records, i.e., payroll records.

15 52. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the
16 entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and Defendant's
17 liability can be determined by facts common to all members of the class. The wage and hour issues are
18 both numerous and substantial, and a class action is the most advantageous method of dealing with the
19 claims of the Settlement Class.

20 53. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
21 they arise from the same factual basis and are based on the same legal theories applicable to the other
22 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
23 Settlement Class. Plaintiff alleges that she was injured by the same company-wide practices to which
24 the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated
25 his ability to advocate for the interests of the Class Member by initiating this litigation, undertaking
26 extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

27 54. Additionally, Plaintiff is represented by competent Class Counsel who have extensive
28 experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued,

1 certified, and gained state court settlement approval of the same class-wide causes of action that are at
2 issue in this case. Class Counsel's wage and hour class action experience establishes that they are well
3 qualified to represent the interests of this Class.

4 **F. Class Counsel's Experience**

5 55. Additionally, Plaintiff is represented by competent Class Counsel who have extensive
6 experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued,
7 certified, and gained state court settlement approval of the same class-wide causes of action that are at
8 issue in this case. Class Counsel's wage and hour class action experience establishes that they are well
9 qualified to represent the interests of this Class.

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

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

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

26 59. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
27 Employees. I have extensive experience with wage and hour class and representative actions litigation
28 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,

1 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “4.”** Some of the
2 major cases the Firm has undertaken are also set forth in **Exhibit “4.”**

3 60. I am not aware of any class, representative, or other collective action in any other court
4 in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a
5 class or group of individuals some or all of whom would also be members of the class defined in this
6 action. I made reasonable inquiry of other members of my law firm and associated law firms to
7 determine whether those attorneys are aware of any such similar actions, which they are not.

8
9 I declare under the penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed this 10th day of September 2024, at San Diego, California.

11
12 **JCL LAW FIRM, APC**

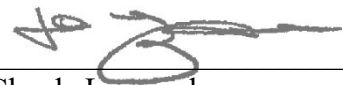
13 By: 
14 Jean-Claude Lapuyade
15 Attorneys for Plaintiff
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28

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
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ZAKAY LAW GROUP, APLC

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shani@zakaylaw.com

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

STANLEY RENE, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,
v.

KOCH FILTER CORPORATION, a Kentucky
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CVRI2300700

[Complaint Filed: February 9, 2023]

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

Judge: Judge Hopp
Dept. 1

1 This Stipulation of Settlement of Class and PAGA Claims and Release of Claims is entered
2 into by and between Plaintiff Stanley Rene ("Plaintiff"), individually, and on behalf of other
3 members of the general public similarly situated, on one hand, and Defendant Koch Filter
4 Corporation("Defendant"), on the other hand:

5 **I. DEFINITIONS**

- 6 A. "Action" shall mean the putative class action lawsuit designated *Rene v. Koch Filter*
7 *Corporation*, Riverside County Superior Court, Case No. CVRI2300700, filed
8 February 9, 2023.
- 9 B. "Aggrieved Employees" shall mean all current and former hourly-paid or non-exempt
10 employees who worked for Defendant within the State of California during the PAGA
11 Period. Aggrieved Employees shall not have the ability to request exclusion from the
12 Settlement.
- 13 C. "Aggrieved Employee Payment" shall mean the Aggrieved Employees' pro-rata share
14 of the twenty-five percent (25%) portion of the PAGA Payment allocated and
15 distributed to the Aggrieved Employees.
- 16 D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
17 Class and PAGA Action Claims and Release of Claims.
- 18 E. "Class Counsel" shall mean Edwin Aiwarzian of Lawyers for Justice, P.C., Jean-
19 Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay of Zakay Law
20 Group, APLC.
- 21 F. "Class Counsel Award" means the award of fees and expenses that the Court
22 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
23 and the Class in the Action, consisting of attorneys' fees currently not to exceed one-
24 third of the Gross Settlement Amount currently estimated to be \$99,333.33 out of
25 \$298,000.00, plus costs and expenses in the amount of up to \$25,000.00. Class
26 Counsel's award for attorneys' fees will be divided equally between Class Counsel
27 (35% to Lawyers for Justice, PC; 32.5% to JCL Law Firm, APC; and 32.5% to Zakay
28 Law Group, APLC).

- 1 G. "Class Data" means information regarding Class Members that Defendant will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; start dates and end
5 dates of employment; and any other information the Settlement Administrator deems
6 necessary to accurately calculate the number of Workweeks and Pay Period worked
7 by each Class Member and Aggrieved Employee during the Class and PAGA Periods.
- 8 H. "Class Members" or the "Class" means all current and former hourly-paid or non-
9 exempt employees who worked for Defendant within the State of California during
10 the Class Period.
- 11 I. "Class Period" means the period from February 9, 2019, through the earlier of July
12 16, 2024, or the date the Court enters an order granting preliminary approval of this
13 settlement.
- 14 J. "Class Representative" shall mean plaintiff Stanley Rene.
- 15 K. "Class Representative Service Award" means the amount of up to and not to exceed
16 Five Thousand Dollars and Zero Cents (\$5,000.00) that the Court authorizes to be
17 paid to the Class Representative, in addition to his Individual Class Payment and his
18 Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with
19 the prosecution of the Action.
- 20 L. "Court" means the Superior Court for the State of California, County of Riverside
21 currently presiding over the Action.
- 22 M. "Defendant" shall mean Koch Filter Corporation, a Kentucky corporation.
- 23 N. "Effective Date" means the earliest date, following entry by the Court of an order
24 and judgment finally approving this Settlement, upon which one of the following have
25 occurred: (i) if no objection is filed to the settlement and no objector appears at the
26 hearing on final approval, the date of notice of the Court's entry of the order and
27 judgment granting final approval, (ii) if an objection is filed to the settlement and/or
28 an objector appears at the hearing on final approval, then the earlier of the following:

(a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s); or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

O. “Funding Date” shall mean thirty (30) calendar days after the Effective Date and is the date Defendant transfers the Gross Settlement Amount into the QSF in accordance with the terms of this Agreement.

P. “Gross Settlement Amount” means Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$298,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, PAGA Payment and the Settlement Administration Expenses and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

Q. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

R. “LWDA Payment” shall mean the seventy-five percent (75%) of the PAGA Payment (\$7,500) allocated to the California Labor and Workforce Development Agency.

S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Expenses. Any amounts not approved by the Court will become part of the Net Settlement Amount for distribution to Settlement Class Members and will not be grounds for voiding the Agreement.

T. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

- 1 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
2 Labor Code § 2698 *et seq.*
- 3 V. "PAGA Payment" shall mean Ten Thousand Dollars and Zero Cents (\$10,000.00) to
4 be allocated from the Gross Settlement Amount in settlement of the Released PAGA
5 Claims, which shall be used to pay the Aggrieved Employee Payments and LWDA
6 Payments.
- 7 W. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
8 for each Aggrieved Employee divided by the sum total of the pay periods for all
9 Aggrieved Employees during the PAGA Period.
- 10 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
11 Employee Payment, as defined herein, means the number of pay periods of
12 employment during the PAGA Period that each Aggrieved Employee worked in
13 California.
- 14 Y. "PAGA Period" means the period between December 5, 2021, through the earlier of
15 July 16, 2024, or the date the Court enters an order granting preliminary approval of
16 this settlement.
- 17 Z. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
18 Plaintiff or Defendant, individually.
- 19 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
20 by the sum total Workweeks for all Class Members.
- 21 BB. "Plaintiff" shall mean Stanley Rene.
- 22 CC. "QSF" means the Qualified Settlement Fund established, designated and maintained
23 by the Settlement Administrator to fund the Gross Settlement Amount.
- 24 DD. "Released Class Claims" means all claims, causes of action, and primary rights
25 arising during the Class Period that were alleged in the Complaints and any
26 amendments thereto, including those for all wages, damages, penalties, interest,
27 unpaid costs, liquidated damages, benefits, attorney's fees, litigation costs, restitution,
28 equitable relief, and other amounts recoverable under said claims, causes of action or

1 legal theories of relief, including without limitation all claims under the California
2 Labor Code, Industrial Welfare Commission Wage Orders, and applicable law for
3 unpaid wages (minimum, regular, overtime, and doubletime); rounding violations;
4 regular rate of pay violations for overtime, meal period premiums, and sick pay; meal
5 period violations; rest period violations; untimely wages during employment and at
6 termination; non-compliant wage statements; failure to keep requisite payroll records;
7 failure to reimburse business expenses; and unfair business practices (Business and
8 Professions code section 17200).

9 EE. “Released PAGA Claims” means all claims for PAGA penalties asserted or that could
10 have been asserted arising out of the facts alleged in the operative complaints and any
11 amendments thereto, and Plaintiffs PAGA notices to the LWDA, which occurred
12 during the PAGA Period, and expressly excluding all other claims, including claims
13 for vested benefits, wrongful termination, unemployment insurance, disability, social
14 security, workers' compensation, and PAGA claims outside of the PAGA Period.

15 FF. “Released Party” shall mean Defendant together with its officers, directors,
16 employees and agents.

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

20 HH. “Settlement” means the disposition of the Action pursuant to this Agreement.

21 II. “Settlement Administrator” means Apex Class Action LLC, 18 Technology Drive,
22 Suite 164 Irvine, CA 92618. The Settlement Administrator establishes, designates
23 and maintains, as a QSF under Internal Revenue Code section 468B and Treasury
24 Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount
25 is deposited for the purpose of resolving the claims of Settlement Class Members.
26 The Settlement Administrator shall maintain the funds until distribution in an
27 account(s) segregated from the assets of Defendant and any person related to
28 Defendant. *All accrued interest shall be paid and distributed to the Settlement Class*

Members as part of their respective Individual Settlement Payment.

- JJ. “Settlement Administration Expenses” shall mean the amount to be paid for the costs of administration of the Settlement from the Gross Settlement Amount in an amount not to exceed \$5,000.00.
- KK. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.
- LL. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California.

II. RECITALS

- A. On December 5, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.
- B. On February 9, 2023, Plaintiff filed a Class Action complaint in the Superior Court for the State of California, County of Riverside Case No. CVRI2300700 (“Class Action”) alleging causes of action for:
1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

1 8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite
2 Payroll Records);

3 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
4 Business Expenses);

5 10. Violation of California Business & Professions Code §§ 17200, *et seq.*

6 C. On February 9, 2023, Plaintiff filed a separate representative action in the Superior
7 Court for the State of California, County of Riverside Case No. CVRI2300698
8 alleging a single cause of action for violations of PAGA (“PAGA Action”).

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

14 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
15 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
16 Representative are owed, and further contend that, for any purpose other than
17 settlement, the Action is not appropriate for class or representative action treatment.
18 Defendant contends, among other things, that at all times it complied with the
19 California Labor Code and the Industrial Wage Commission Orders.

20 F. Class Counsel represent the Class Representative. Class Counsel conducted a
21 thorough investigation into the facts relevant to the Action, including conducting an
22 independent investigation as to the allegations, reviewing documents and information
23 exchanged through informal discovery, and reviewing documents and information
24 provided by Defendant pursuant to informal requests for information to prepare for
25 mediation. Defendant produced for the purpose of settlement negotiations certain
26 employment data concerning the Settlement Class, which Class Counsel reviewed
27 and analyzed. Class Counsel engaged in a comprehensive review and analysis of
28 Defendant’s discovery responses, including obtaining the contact information of the

1 class members and conducting numerous interviews of the class members. Based on
2 their own independent investigation and evaluation, Class Counsel are of the opinion
3 that the Settlement with Defendant is fair, reasonable and adequate, and is in the best
4 interest of the Settlement Class in light of all known facts and circumstances,
5 including the risks of significant delay, defenses asserted by Defendant, uncertainties
6 regarding class certification, and numerous potential appellate issues. Although it
7 denies any liability, Defendant agrees to this Settlement solely to avoid the
8 inconveniences and cost of further litigation. The Parties and their counsel have
9 agreed to settle the claims on the terms set forth in this Agreement.

10 G. On April 17, 2024, the Parties participated in mediation presided over by Hon. Brian
11 C. Walsh (Ret.), a retired jurist and mediator of wage and hour class and PAGA
12 actions. The mediation concluded with a settlement after both sides agreed to a
13 Mediator's proposal which was subsequently memorialized in the form of a
14 Memorandum of Understanding ("MOU").

15 H. On May 24, 2024, the Parties stipulated to the filing of a First Amended Complaint
16 in the Action that consolidates the PAGA Action with the Class Action for purposes
17 of settlement and to add claims for rounding violations and regular rate violations for
18 purposes of redeemed sick pay.

19 I. On May 21, 2024, Plaintiff filed an Amended PAGA Notice for purposes of adding
20 claims for rounding violations and regular rate violations for purposes of redeemed
21 sick pay.

22 J. This Agreement replaces and supersedes any other agreements, understandings, or
23 representations between the Parties. This Agreement represents a compromise and
24 settlement of highly disputed claims. Nothing in this Agreement is intended or will
25 be construed as an admission by Defendant that the claims in the Action of Plaintiff
26 or the Class Members have merit or that Defendant bears any liability to Plaintiff or
27 the Class on those claims or any other claims, or as an admission by Plaintiff that
28 Defendant's defenses in the Action have merit.

1 K. The Parties believe that the Settlement is fair, reasonable and adequate. The
2 Settlement was arrived at through arm's-length negotiations, considering all relevant
3 factors. The Parties recognize the uncertainty, risk, expense and delay attendant to
4 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
5 fully, finally, and forever settle, compromise and discharge all disputes and claims
6 arising from or relating to the Action.

7 L. The Parties agree to certification of the Class for purposes of this Settlement only. If
8 for any reason the settlement does not become effective, Defendant reserves the right
9 to contest certification of any class for any reason and reserves all available defenses
10 to the claims in the Action.

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

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration and Settlement Payments by Defendant.

- 14 1. Settlement Consideration. In full and complete settlement of the Action, and
15 in exchange for the releases set forth below, Defendant will pay the sum of
16 the Individual Settlement Payment, the Class Representative Service Award,
17 the Class Counsel Award, PAGA Payment, and the Settlement Administration
18 Expenses, as specified in this Agreement, equal to the Gross Settlement
19 Amount of Two Hundred Ninety-Eight Thousand Dollars and Zero Cents
20 (\$298,000.00). The Parties agree that this is a non-reversionary Settlement and
21 that no portion of the Gross Settlement Amount shall revert to Defendant.
22 Other than the Defendant's share of employer payroll taxes and as provided
23 for in Section III(A)(2) below, if any, Defendant shall not be required to pay
24 more than the Gross Settlement Amount, except as provided for hereinbelow.
- 25 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
26 Class was comprised of 50 Class Members who collectively worked
27 approximately 7,319 Workweeks ("Projected Workweeks") during the Class
28 Period. In the event the actual number of Workweeks worked by Class

Members during the Class Period increases by more than 10%, i.e., more than 8,050.9, then Defendant shall increase its contribution to the Gross Settlement Amount on proportional basis in excess of ten percent. For example, if there were an 11% increase in actual Workweeks during the Class Period, the Gross Settlement Amount shall increase by 1%. Alternatively, Defendant will have the option to cut off the Class Period to the date on which the total Workweeks reached 7,319. In regard hereto, Defendant will provide a declaration under penalty of perjury at least two (2) weeks before the deadline for filing the motion for preliminary approval of the settlement, confirming the number of applicable Class Members and Workweeks they worked during the applicable Class Period.

3. Settlement Payment. Defendant and the Released Parties, and each of them, are jointly and severally liable for payment of the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to the Settlement Administrator on the Funding Date.

4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount, shall be calculated by the Settlement Administrator, and shall be paid together with the Gross Settlement Amount.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Plaintiff and State of California. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Released Parties for the Released PAGA Claims. The forgoing is subject to and intended to be in compliance with Case Management Order

1 #1 D(7)(d), such that Plaintiff releases all claims for statutory penalties that could have
2 been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-
3 filing letter to the LWDA, and any amendments thereto, and only to the extent they
4 are alleged in the operative complaint; Plaintiff does not release any Aggrieved
5 Employee's claim for wages or damages.

6 D. Conditions Precedent: This Settlement will become final and effective only upon the
7 occurrence of all of the following events:

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

17 E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
18 not preliminarily or finally approved by the Court, fails to become effective, or is
19 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
20 Defendant from obtaining a complete resolution of the Released Class Claims, or if
21 Defendant fails to fully fund the Gross Settlement Amount:

- 22 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
23 and shall not be admissible in any judicial, administrative or arbitral
24 proceeding for any purpose or with respect to any issue, substantive or
25 procedural;
- 26 2. The conditional class certification (obtained for any purpose) shall be void *ab*
27 *initio* and of no force or effect, and shall not be admissible in any judicial,
28

administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

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

4. If Defendant fails to fully fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Expenses incurred to the date of nullification.

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

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employee Payment.

H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision

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

16 I. Preliminary Approval Motion. Plaintiff shall draft and file with the Court a Motion for
17 Order Granting Preliminary Approval and supporting papers within a reasonable
18 period of time after complete execution of this agreement and will provide Defendant
19 with a draft of the Motion at least three (3) business days prior to the filing of the
20 Motion to give Defendant an opportunity to propose changes or additions to the
21 Motion.

22 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
23 establishing and administering the QSF; calculating, processing and mailing payments
24 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
25 mailing the Notice Packets to the Class Members as directed by the Court; receiving
26 and reporting the objections and requests for exclusion; calculating, deducting and
27 remitting all legally required taxes from Individual Settlement Payments and
28 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual

1 Settlement Payments and/or Aggrieved Employee Payment; processing and mailing
2 tax payments to the appropriate state and federal taxing authorities; providing
3 declaration(s) as necessary in support of preliminary and/or final approval of this
4 Settlement; and other tasks as the Parties mutually agree or the Court orders the
5 Settlement Administrator to perform. The Settlement Administrator shall keep the
6 Parties timely apprised of the performance of all Settlement Administrator
7 responsibilities by among other things, sending a weekly status report to the Parties'
8 counsel stating the date of the mailing, the of number of Elections Not to Participate
9 in Settlement it receives (including the numbers of valid and deficient), and number of
10 objections received.

11 K. Notice Procedure.

12 1. Class Data. No later than fifteen (15) business days after the Preliminary
13 Approval Date, Defendant shall provide the Settlement Administrator with the
14 Class Data for purposes of preparing and mailing Notice Packets to the Class
15 Members.

16 2. Notice Packets.

17 a) The Notice Packet shall contain the Notice of Class Action Settlement
18 in a form substantially similar to the form attached as **Exhibit A** and a
19 Request for Exclusion form attached hereto as **Exhibit B, both with**
20 **Spanish translation.** The Notice of Class Action Settlement shall
21 inform Class Members and Aggrieved Employees that they need not
22 do anything in order to receive an Individual Settlement Payment
23 and/or Aggrieved Employee Payment and to keep the Settlement
24 Administrator apprised of their current mailing address, to which the
25 Individual Settlement Payments and/or Aggrieved Employee Payment
26 will be mailed following the Funding Date. The Notice of Class
27 Action Settlement shall set forth the release to be given by all members
28 of the Class who do not request to be excluded from the Settlement

1 Class and/or Aggrieved Employees in exchange for an Individual
2 Settlement Payment and/or Aggrieved Employee Payment; the
3 number of Workweeks worked by each Class Member during the
4 Class Period and PAGA Period, if any; and the estimated amount of
5 their Individual Settlement Payment if they do not request to be
6 excluded from the Settlement and each Aggrieved Employee's share
7 of the PAGA Payment, if any. The Settlement Administrator shall use
8 the Class Data to determine Class Members' Workweeks and PAGA
9 Pay Periods. The Notice will also advise the Aggrieved Employees
10 that they will release the Released PAGA Claims and will receive their
11 share of the PAGA Payment regardless of whether they request to be
12 excluded from the Settlement.

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

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

- 1 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
2 Administrator as non-delivered on or before the Response Deadline shall be
3 re-mailed to any forwarding address provided. The Settlement Administrator
4 will re-mail Notices within seven (7) days of receiving a returned Notice. If
5 no forwarding address is provided, the Settlement Administrator shall
6 promptly attempt to determine a correct address by lawful use of skip-tracing,
7 or other search using the name, address and/or Social Security number of the
8 Class Member involved, and shall then perform a re-mailing, if another
9 mailing address is identified by the Settlement Administrator. In addition, if
10 any Notice Packets, which are addressed to Class Members who are currently
11 employed by Defendant, are returned to the Settlement Administrator as non-
12 delivered and no forwarding address is provided, the Settlement Administrator
13 shall notify Defendant. Defendant will request that the currently employed
14 Class Member provide a corrected address and transmit to the Administrator
15 any corrected address provided by the Class Member. Class Members who
16 received a re-mailed Notice Packet shall have their Response Deadline
17 extended fifteen (15) days from the original Response Deadline.
- 18 5. Disputes Regarding Individual Settlement Payments. Class Members will
19 have the opportunity, should they disagree with Defendant's records regarding
20 applicable workweeks and pay periods during the relevant time periods, to
21 provide documentation and/or an explanation to show contrary dates. If there
22 is a dispute, the Settlement Administrator will consult with the Parties to
23 determine whether an adjustment is warranted. The Settlement Administrator
24 shall determine the eligibility for, and the amounts of, any Individual
25 Settlement Payments under the terms of this Agreement. The Settlement
26 Administrator's determination of the eligibility for and amount of any
27 Individual Settlement Payment shall be binding upon the Class Member and
28 the Parties, except as provided herein below in Section III(K)(6).

- 1 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
2 by the Settlement Administrator concerning the administration of the
3 Settlement will be resolved by the Court under the laws of the State of
4 California. Before any such involvement of the Court, counsel for the Parties
5 will confer in good faith to resolve the disputes without the necessity of
6 involving the Court.
- 7 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
8 Packet shall state that Class Members who wish to exclude themselves from
9 the Settlement must submit a signed copy of the Request for Exclusion form
10 that will be mailed together with the Notice Packet to all Class Members. The
11 Request for Exclusion will not be valid if it is not timely submitted, if the
12 Class Member does not sign it, or if it does not contain the name and address
13 and last four digits of the Social Security number of the Class Member. The
14 date of the postmark on the mailing envelope or fax stamp on the Request for
15 Exclusion shall be the exclusive means used to determine whether the request
16 for exclusion was timely submitted. Any Class Member who submits a timely
17 Request for Exclusion shall be excluded from the Settlement Class, will not
18 be entitled to an Individual Settlement Payment, and will not be otherwise
19 bound by the terms of the Settlement or have any right to object, appeal or
20 comment thereon. However, Aggrieved Employees shall not have the ability
21 to request exclusion from the Released PAGA Claims. Any Class Member
22 that submits a timely Request for Exclusion and is also a member of the
23 Aggrieved Employees will still receive his/her pro rata share of the PAGA
24 Payment, as specified below, and in consideration, will be bound by the
25 Release by the Aggrieved Employees as set forth herein. Settlement Class
26 Members who fail to submit a valid and timely Request for Exclusion on or
27 before the Response Deadline shall be bound by all terms of the Settlement
28 and any final judgment entered in this Action if the Court approves the

1 Settlement. No later than fifteen (15) calendar days after the Response
2 Deadline, the Settlement Administrator shall provide counsel for the Parties
3 with a final list of the names of the Class Members who have submitted timely
4 Requests for Exclusion. At no time shall any of the Parties or their counsel
5 seek to solicit or otherwise encourage members of the Class to submit
6 Requests for Exclusion from the Settlement.

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

1 a Request for Exclusion and Notice of Objection, the Notice of Objection will
2 nullify the Request for Exclusion and only the objection will be considered.

3 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
4 the Gross Settlement Amount on or before the Funding Date, plus any employer's
5 share of payroll taxes as mandated by law within the time specified herein.

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

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

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as follows: 20% as wages
3 (“Wage Portion”); 80% as penalties and interest (“Non-Wage Portion”). The
4 Wage Portion is subject to wage withholdings and shall be reported on IRS
5 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
6 and shall be reported on IRS Form 1099.
- 7 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
8 Employee Payments shall be allocated and treated as 100% penalties and shall
9 be reported on IRS Form 1099.
- 10 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
11 Aggrieved Employee Payment made to Settlement Class Members and/or
12 Aggrieved Employees under this Settlement Agreement, as well as any other
13 payments made pursuant to this Settlement Agreement, will not be utilized to
14 calculate any additional benefits under any benefit plans to which any Class
15 Members may be eligible, including, but not limited to profit-sharing plans,
16 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
17 plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention
18 that this Settlement Agreement will not affect any rights, contributions, or
19 amounts to which any Class Members may be entitled under any benefit plans.
- 20 6. All monies received by Settlement Class Members under the Settlement which
21 are attributable to wages shall constitute income to such Settlement Class
22 Members solely in the year in which such monies actually are received by the
23 Settlement Class Members. It is the intent of the Parties that Individual
24 Settlement Payments and Aggrieved Employee Payment provided for in this
25 Settlement Agreement are the sole payments to be made by Defendant to
26 Settlement Class Members and/or Aggrieved Employees in connection with this
27 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
28 Class Members and/or Aggrieved Employees are not entitled to any new or

1 additional compensation or benefits as a result of having received the Individual
2 Settlement Payments and/or their shares of the PAGA Payment.

3 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
4 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
5 and/or Aggrieved Employees last known mailing address no later than fifteen
6 (15) calendar days after the Funding Date. The Settlement Administrator may
7 issue a Class Member's Individual Settlement Payment and Aggrieved
8 Employee Payment (if any) in the form of a single check.

9 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
10 Employees shall remain valid and negotiable for one hundred and eighty (180)
11 days from the date of their issuance. If a Settlement Class Member and/or
12 Aggrieved Employee does not cash his or her settlement check within ninety
13 (90) days, the Settlement Administrator will send a letter to such persons,
14 advising that the check will expire after the one hundred eightieth (180th) day,
15 and invite that Settlement Class Member and/or Aggrieved Employee to
16 request reissuance in the event the check was destroyed, lost or misplaced. In
17 the event an Individual Settlement Payment and/or Aggrieved Employee's
18 Aggrieved Employee Payment check has not been cashed within one hundred
19 and eighty (180) days, the check will be voided and the Settlement Class
20 Member and/or Aggrieved Employee will remain bound by the Settlement.
21 The funds from any such uncashed checks shall be directed to the State
22 Controller's Office Unclaimed Property Division in the name of the individual
23 who did not cash their checks. The Parties agreed that under this procedure,
24 there is no residue as the entire Gross Settlement Amount will be distributed.

25 9. Class Representative Service Award. In addition to the Individual Settlement
26 Payment and his Aggrieved Employee Payment to be paid to Plaintiff,
27 Plaintiff will apply to the Court for an award of not more than \$5,000, as the
28 Class Representative Service Award. Defendant will not oppose a Class

1 Representative Service Award of not more than \$5,000 for Plaintiff. The
2 Settlement Administrator shall pay the Class Representative Service Award,
3 either in the amount stated herein if approved by the Court or some other
4 amount as approved by the Court, to Plaintiff from the Gross Settlement
5 Amount no later than fifteen (15) calendar days after the Funding Date. Any
6 portion of the requested Class Representative Service Award that is not
7 awarded to the Class Representative shall be part of the Net Settlement
8 Amount and shall be distributed to Settlement Class Members as provided in
9 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
10 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff
11 shall be solely and legally responsible to pay any and all applicable taxes on
12 his Class Representative Service Award and shall hold harmless the Released
13 Parties from any claim or liability for taxes, penalties, or interest arising as a
14 result of the Class Representative Service Award. The Class Representative
15 Service Award shall be in addition to Plaintiff's Individual Settlement
16 Payment as a Settlement Class Member. Approval of this Settlement shall not
17 be conditioned on Court approval of the requested amount of the Class
18 Representative Service Award. If the Court reduces or does not approve the
19 requested Class Representative Service Award, Plaintiff shall not have the
20 right to revoke the Settlement, and it will remain binding.

- 21 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
22 attorneys' fees not to exceed one-third of the Gross Settlement Amount
23 currently estimated to be Ninety-Nine Thousand, Three Hundred Thirty-Three
24 Dollars and Thirty-Three Cents (\$99,333.33) plus costs and expenses
25 supported by declaration not to exceed Twenty Thousand Dollars and Zero
26 Cents (\$20,000.00), to be paid from the Gross Settlement Amount will be
27 filed. Defendant agrees not to oppose the request for the Class Counsel
28 Award. Any portion of the requested Class Counsel Award that is not

1 awarded to Class Counsel shall be part of the Net Settlement Amount and shall
2 be distributed to Settlement Class Members as provided in this Agreement.
3 The Settlement Administrator shall allocate and pay the Class Counsel Award
4 to Class Counsel from the Gross Settlement Amount no later than fifteen (15)
5 calendar days after the Funding Date. Class Counsel shall be solely and
6 legally responsible to pay all applicable taxes on the payment made pursuant
7 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
8 — MISC to Class Counsel for the payments made pursuant to this paragraph.
9 In the event that the Court reduces or does not approve the requested Class
10 Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke
11 the Settlement, or to appeal such order, and the Settlement will remain
12 binding.

13 11. PAGA Payment. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be
14 allocated from the Gross Settlement Amount for settlement of claims for civil
15 penalties under the Private Attorneys General Act of 2004 (“PAGA
16 Payment”). The Settlement Administrator shall distribute the LWDA
17 Payment to the California Labor and Workforce Development Agency no later
18 than twenty-five (25) calendar days after the Funding Date. The Aggrieved
19 Employee Payment will be distributed to the Aggrieved Employees as
20 described in this Agreement. For purposes of distributing the Aggrieved
21 Employee Payments, each Aggrieved Employee shall receive their pro-rata
22 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
23 as defined above.

24 12. Settlement Administration Expenses. The Settlement Administrator shall be
25 paid for the costs of administration of the Settlement from the Gross
26 Settlement Amount. The estimate of the Settlement Administration Expenses
27 is \$5,000. The Settlement Administrator shall be paid the Settlement
28

Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Expenses. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than fifteen (15) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion and the full names of the Class Members requesting exclusion (if any), the number of objections received, the amount of the average Individual Settlement Payment, lowest Individual Settlement Payment, and highest Individual Settlement Payment, the amount of the average Aggrieved Employee Payment, lowest Aggrieved Employee Payment, and highest Aggrieved Employee Payment, the Settlement Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to affect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibits.
- 20 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate
22 this Agreement and to take all appropriate Action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing
25 this Agreement on behalf of Defendant represent and warrant that he/she is authorized
26 to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that
27 he is authorized to sign this Agreement and that he has not assigned any claim, or part
28 of a claim, covered by this Settlement to a third-party.

- 1 T. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Class Counsel from including publicly available information regarding this settlement
7 in future judicial submissions regarding Class Counsel's qualifications and experience.
8 Further, Class Counsel will not include, reference or use the Settlement Agreement for
9 any marketing or promotional purposes, either before or after the Motion for
10 Preliminary Approval is filed.
- 11 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 W. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same
17 instrument provided that counsel for the Parties to this Agreement shall exchange
18 among themselves copies or originals of the signed counterparts.
- 19 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
20 is a fair, adequate and reasonable settlement of this Action and have arrived at this
21 Settlement after extensive arms-length negotiations, considering all relevant factors,
22 present and potential.
- 23 Y. Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain
24 jurisdiction over this case under CCP section 664.6 to ensure the continuing
25 implementation of the provisions of this settlement and that the time within which to
26 bring this action to trial under CCP section 583.310 shall be executed from the date of
27 the signing of this Agreement by all Parties until the entry of the final approval order
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1 and judgment or if not entered the date this Agreement shall no longer be of any force
2 or effect.

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

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

16 BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification
17 for purposes of this settlement only.

18 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
19 Released Claims have merit and give rise to liability on the part of Defendant.
20 Defendant claims that the Released Claims have no merit and do not give rise to
21 liability. This Agreement is a compromise of disputed claims. Nothing contained in
22 this Agreement and no documents referred to and no action taken to carry out this
23 Agreement may be construed or used as an admission by or against the Defendant or
24 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
25 than as may be specifically set forth herein, each Party shall be responsible for and
26 shall bear its/his own attorney's fees and costs.

27 DD. Attorneys' Fees. If Defendant fails to fund the Gross Settlement Amount in
28 accordance with this Agreement, Plaintiff and the Settlement Class shall be entitled to

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reasonable attorneys’ fees and costs incurred in any action seeking to enforce the terms
of this Agreement.

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

DATED: 06/11/2024


STANLEY RINE
Stanley Rine (JUL 11 2024 20:46 PDT)

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

KOCH FILTER CORPORATION

Printed Name

Title

reasonable attorneys' fees and costs incurred in any action seeking to enforce the terms
of this Agreement.

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

DATED: _____

STANLEY RENE

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 7/10/2024



KOCH FILTER CORPORATION

D.G. Schuster

Printed Name

PRESIDENT

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: June 11, 2024

JCL LAW FIRM, APC

4 By: 

5 Jean-Claude Lapuyade

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: June 11, 2024

ZAKAY LAW GROUP, APLC

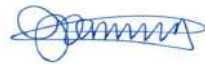
9 By: 

10 Shani Zakay

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: July 22, 2024

LAWYERS FOR JUSTICE, PC

14 By: 

15 Edwin Aiwazian

16 Attorneys for Plaintiff and the Settlement Class
17 Members

18 DATED: _____

OGLETREE DEAKINS

19 By: _____

20 Marlene Moffitt

21 Attorneys for Defendant
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1 IT IS SO AGREED AS TO FORM BY COUNSEL:

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DATED: _____

JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade
Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Shani Zakay
Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

LAWYERS FOR JUSTICE, PC

By: _____
Edwin Aiwarzian
Attorneys for Plaintiff and the Settlement Class
Members

DATED: July 10, 2024

OGLETREE DEAKINS

By:  _____
Marlene Moffitt
Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND PAGA ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Rene v. Koch Filter Corporation, Riverside County Superior Court Case No. CVRI2300700)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. Your estimated Aggrieved Employee Payment is <<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. You are not able to exclude yourself from the Released PAGA Claims, however. If you request exclusion, you will not receive an Individual Settlement Payment but may receive an Aggrieved Employee Payment if you qualify, as set forth below Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. You cannot object to the Settlement if you submit a request for exclusion. Directions are provided below.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the “Court”) has been reached between Plaintiff Stanley Rene (“Plaintiff”) and Defendant Koch Filter Corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the Class Period.

The “Class Period” is the period of time running from February 9, 2019, through [REDACTED] [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement].

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On February 9, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (1) Violation of California Labor Code sections 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code section 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code sections 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code section 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code section 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code section 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code sections 17200 and 17203. Plaintiff subsequently amended the complaint. The amended complaint is available on the Settlement Administrator’s website listed at the end of this notice.

On February 9, 2024, Plaintiff filed a separate representative action Superior Court of the State of California, County of Riverside Case No. CVRI2300698 for violations of the Private Attorneys General Act, California Labor Code sections 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code. Plaintiff’s PAGA claims have been consolidated with the claims in the Action by way of Plaintiff’s amended complaint.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and sick pay that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them during employment and at the time of their terminations; that Defendant accurately maintained records and provided compliant wage statements; that Defendant reimbursed members of the class for required business expenses; that Defendant did not violate California Business and Professions Code section 17200.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Lawyers for Justice, JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$298,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount will cover payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Settlement Administration Expenses, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$99,333.33) plus costs and expenses not to exceed \$20,000 for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one day during any such workweek.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment portion of the PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the PAGA Period. The PAGA Period means the period between December 5, 2021, through [REDACTED] [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement].

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment and Aggrieved Employee Payment (if any) to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

You may find the Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" filed on **MONTH XX**, 2024, with the Riverside County Superior Court, Dept. 1, located

at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Lapuyade Declaration filed on **MONTH XX**, 2024. The Settlement Agreement is also on the Settlement Administrator's website listed at the end of this notice.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld from this portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall be deemed to have released all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all claims, causes of action, and primary rights arising during the Class Period that were alleged in the Complaints and any amendments thereto, including those for all wages, damages, penalties, interest, unpaid costs, liquidated damages, benefits, attorney's fees, litigation costs, restitution, equitable relief, and other amounts recoverable under said claims, causes of action or legal theories of relief, including without limitation all claims under the California Labor Code, Industrial Welfare Commission Wage Orders, and applicable law for unpaid wages (minimum, regular, overtime, and doubletime); rounding violations; regular rate of pay violations for overtime, meal period premiums, and sick pay; meal period violations; rest period violations; untimely wages during employment and at termination; non-compliant wage statements; failure to keep requisite payroll records; failure to reimburse business expenses; and unfair business practices (Business and Professions code section 17200).

The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall be deemed to have released all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for PAGA penalties asserted or that could have been asserted arising out of the facts alleged in the operative complaints and any amendments thereto, and Plaintiffs PAGA notices to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. Class Members are not able to exclude themselves from the PAGA Release.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (February 9, 2019, through _____ [the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement]).

Based on this information, your estimated Individual Settlement Payment is <<_____>>.

Defendant's records reflect that you have <<_____>> pay periods worked during the PAGA Period (December 5, 2021, through _____[the earlier of July 16, 2024, or the date the Court enters an order granting preliminary approval of this settlement]).

Based on this information, your estimated Aggrieved Employee Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC at 1-800-355-0700.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment, and you will not be bound by the release of Released Class Claims, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a signed copy of the enclosed Request for Exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618. The Request for Exclusion must be signed by you. No other person may opt out for a member of the Class.

Requests for Exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above. If you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify and void your Request for Exclusion.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement by submitting a signed copy of the Notice of Objection. You may also object without submitting the Notice of Objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify and void your Request for Exclusion. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The signed Notice of Objection must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
Email: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendant:

Marlene M. Moffitt, Esq.
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100
Fax: 858-652-3101
marlene.moffitt@ogletree.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on [REDACTED]**, at the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501 before Judge Harold Hopp. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. At the Final Approval Hearing, the Court will determine whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Rene v. Koch Filter Corporation, Riverside County Superior Court, Case No. CVRI2300700***, Settlement Administrator, c/o _____.

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement") filed on **MONTH XX**, 2024, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be sent to the State Controller's Office Unclaimed Property Division in your name. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

Superior Court of California, County of Riverside
Rene v. Koch Filter Corporation
Riverside County Superior Court Case No. CVRI2300700

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice Pendency of Class and PAGA Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **【** INSERT DATE**】**.

I. PERSONAL INFORMATION

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Stanley Rene v. Koch Filter Corporation*, Case No. CVRI2300700, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form.

Any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment and be bound by the PAGA Release. Exclusion from the Class Action Settlement does not result in exclusion from the PAGA Payment or exclusion from the PAGA Release.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before **【**INSERT DATE**】** AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT C

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

Must Be Postmarked
No Later Than
XXX, 2024

NOTICE OF OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Rene v. Koch Filter Corporation, Case No. CVRI2300700

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any:

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE XXX, 2024. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. Additionally, if you submit a Request for Exclusion and Notice of Objection, the Notice of Objection will nullify your Request for Exclusion.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT 2

EXHIBIT 3

**Quotation Request:**

Jennifer Heming
JCL Law Firm, A.P.C.
jheming@jcl-lawfirm.com
888.498.6999

Case Name:

Rene v. Koch Filter Corporation

Date:

Wednesday, June 5, 2024

RFP Number:

69990054

Prepared By:

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

Settlement Specifications

Estimated Class Size:	50
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	50	\$75.00
USPS First Class Postage	Per Piece	\$0.68	50	\$34.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	10	\$20.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0	\$0.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$14.00	1	\$14.00
Certified Language Translation: Spanish	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$838.00

Project Management

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



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$18.00	1	\$18.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$18.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	1	\$120.00
Account Management and Reconciliation	Per Hour	\$140.00	1	\$140.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$2.00	50	\$100.00
USPS First Class Postage	Per Piece	\$0.68	50	\$34.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	5	\$10.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$300.00	1	\$300.00
			Sub Total:	\$2,354.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

			WILL NOT EXCEED:	\$4,490.00
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Thank you for your business!



Terms & Conditions

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

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services.** It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this term may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.
12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex.** It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.
13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request.** Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.
14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.
15. **This provision outlines the requirements for providing notice or other communication under this agreement.** All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.
16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.
17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions.** No choice of law or conflict of laws provisions shall affect this governing law provision.
18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.
19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);