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7 Attorneys for Plaintiff CECILIA LOMELI
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**
11

12 CECILIA LOMELI, individually and on
behalf of all other similarly situated
13 employees,

14 Plaintiff,

15 vs.

16 KPB IMMIGRATION LAW FIRM PC, a
17 California Corporation; and DOES 1 to 100,
18 inclusive,

19 Defendants.
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22
23
24
25
26
27
28

Case No. 23CV001689

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 22*

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Reservation No. A-01689-001

Date: January 31, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: May 15, 2023

FAC Filed: March 26, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on January 31, 2025, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 22 of the above-entitled Court, Plaintiff Cecilia Lomeli, individually
4 and on behalf of all other similarly situated individuals, will move for entry of an Order for the
5 following:

- 6 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 7 2. Preliminarily appointing Plaintiff Cecilia Lomeli as Class Representative for purposes of
8 settlement;
- 9 3. Preliminarily appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of
10 settlement;
- 11 4. Preliminarily approving the proposed class action and Private Attorney's General Act
12 settlement, in the amount of \$177,500, which is incorporated herein by reference;
- 13 5. Preliminarily approving the appointment of ILYM Group, Inc., as the Settlement
14 Administrator and for payment to ILYM Group, Inc. for administering said class action
15 settlement in an amount not to exceed \$8,500;
- 16 6. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
17 the total amount of \$20,000, 75% of which will be paid to the Labor and Workforce
18 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 19 7. Approving as to form and content the Notice of Settlement, which provides Class Members
20 information regarding the Settlement, their ability to opt out of, or object to, the Settlement,
21 and which provides instruction on how to dispute an individual's settlement allocation under
22 the proposed Settlement;
- 23 8. Approving the proposed procedures to notify the class and determining that they comply with
24 Class Members' due process rights and directing the Notice of Settlement to be sent by first
25 class mail to Class Members;
- 26 9. Directing Defendant to report employment information as set forth in the Agreement to the
27 Settlement Administrator to administer the settlement proceeds;
- 28

1 10. Scheduling a fairness hearing on the question of whether the proposed Settlement should be
2 finally approved as fair, reasonable, and adequate;

3 11. Directing that any funds from settlement checks that were not cashed by the check cashing
4 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
5 Rights under the doctrine of *cy pres*; and

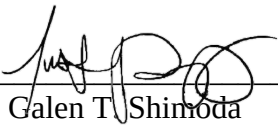
6 12. Preliminarily approving and adopting the Proposed Order and its implementation schedule,
7 which is filed herewith and incorporated by reference.

8 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
9 2699(l)¹, and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action
10 and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members
11 and should be approved by the Court. This motion will be based on the notice of motion, memorandum
12 of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Cecilia Lomeli,
13 exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the
14 hearing of this motion.

15 **Pursuant to Local Rule 1.06(A), the court will make a tentative ruling on the merits of this matter**
16 **by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the**
17 **department may be downloaded off the court's website. If the party does not have online access,**
18 **they may call the dedicated phone number for the department as referenced in the local telephone**
19 **directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and**
20 **receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the**
21 **court day before the hearing, no hearing will be held.**

22 Dated: January 7, 2025

Shimoda & Rodriguez Law, PC

23 By: 
24 Galen T. Shimoda
25 Justin P. Rodriguez
26 Renald Konini
27 Attorneys for Plaintiff

28 ¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

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Attorneys for Plaintiff CECILIA LOMELI
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

CECILIA LOMELI, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

KPB IMMIGRATION LAW FIRM PC, a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 23CV001689

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 22*

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Cecilia Lomeli (“Plaintiff”) seeks preliminary approval of a non-reversionary wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$177,500. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly situated employees who worked for Defendant KPB Immigration Law Firm PC, (“Defendant”) (Plaintiff and Defendant sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 112 Class Members.

Plaintiff has alleged that Defendant 1) failed to pay overtime wages, 2) failed to pay minimum wages, 3) committed meal and rest period violations, 4) failed to provide accurate wage statements, 5) failed to pay all final wages, 6) failed to reimburse business expenses, and 7) engaged in unfair competition. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶¶ 2, 9-10. Plaintiff has also alleged Defendant is liable for civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendant has denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 5. Defendant has also denied that this case is appropriate for class certification other than for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 6-7, 9-10; Declaration of Cecilia Lomeli (“Decl. Lomeli”), ¶ 7. The Agreement was entered into in good faith by the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Class Members.

It is well within the discretion of this Court to grant preliminary approval of the Agreement as it satisfies all applicable criteria under California law. Accordingly, Plaintiff is requesting that the Court: (1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary and conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of

the Notice of Settlement (Exhibit F) and the method for providing notice to Class Members as set forth in the Agreement; and (4) adopt the implementation schedule contained in the proposed order.

II. PROCEDURAL AND LITIGATION HISTORY

Plaintiff filed a class action complaint on approximately May 15, 2023, in Sacramento County Superior Court against Defendant. Plaintiff exhausted administrative remedies under the PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c)¹; Decl. Rodriguez, ¶ 3. Then, on September 20, 2023, Plaintiff filed a separate complaint asserting a single cause of action under the PAGA in Sacramento County Superior Court on behalf of herself and PAGA Members based on the violations alleged in the May 12, 2023, notice to the LWDA due to the anticipated need for default judgement proceedings. *See id.* However, Defendant ultimately appeared in this case, obviating the need for default proceedings, so Plaintiff filed a First Amended Complaint on March 26, 2024, to add the PAGA cause of action to this case based on the violations alleged in the May 12, 2023, notice to the LWDA. Lastly, on April 10, 2024, Plaintiff dismissed without prejudice the separate PAGA only action. *See id.*; Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 4.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiff thoroughly investigated issues affecting certification, the merits of the class and PAGA claims, and potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Decl. Lomeli, ¶¶ 3-6. Plaintiff worked during the time all of Defendant's policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Lomeli, ¶ 2. The Parties engaged in informal discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Class Members, the content and implementation of the wage and hour policies at issue, and issues relating to manageability concerns at trial, among other relevant

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1 areas. *See* Decl. Rodriguez, ¶ 7. The information allowed Plaintiff to determine the extent and
2 frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages
3 model to assess the reasonableness of any settlement. *See id.*

4 **IV. NEGOTIATION AND PROPOSED SETTLEMENT**

5 **a. Plaintiff and Defendant Engaged in Extensive Arm's Length Negotiations**

6 The final settlement occurred only after extended, arm's length negotiations. Over the course of
7 approximately twenty-two (22) months, Plaintiff has been investigating the claims and discussing with
8 Defendant's counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 6-10. The
9 Parties exchanged substantial amounts of information and legal analysis in connection with these
10 discussions. *See id.* It was only after these extended discussions, which included a full day mediation
11 with Craig J. Ackerman and a mediator's proposal, that the Parties were able resolve all claims and
12 enter into the Agreement. *See id.* at ¶ 8.

13 **b. The Terms of the Agreement**

14 1. The following groups of individuals are covered by the Agreement: (a) Class Members,
15 which include all employees who have worked, or continue to work, for Defendant or its predecessor
16 entity in California as non-exempt employees, including any employees working as a legal assistant
17 and/or case manager from May 15, 2019, to August 17, 2024; and (b) Aggrieved Employees, which
18 include all employees who have worked, or continue to work, for Defendant or its predecessor entity in
19 California as non-exempt employees, including any employees working as a legal assistant and/or case
20 manager from May 12, 2022, to August 17, 2024. *See* Exhibit A, ¶¶ 1.2, 1.5. There are approximately
21 112 Class Members and 69 Aggrieved Employees. *See id.*

22 2. Defendant will pay the Gross Settlement Amount of \$177,500, which is exclusive of the
23 employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will
24 revert to Defendant. *See id.* at ¶ 5.7. Aggrieved Employees will still be paid their share of the PAGA
25 Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

26 3. Up to \$10,000 will be paid to Plaintiff as an Enhancement Payment. This amount will
27 be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶
28 5.5.

1 4. Subject to Court approval, the Parties have selected ILYM Group, Inc. to act as the
2 Settlement Administrator, who has provided a maximum cost estimate of \$5,850. See Exhibit D
3 (ILYM Group, Inc. Bid); Exhibit A, ¶ 1.32; Decl. Rodriguez, ¶ 20.

4 5. The Parties agree that \$20,000 of the Gross Settlement Amount shall be allocated to
5 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
6 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. See Exhibit A, ¶
7 5.6. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts
8 by Defendant to maintain compliant policies and take corrective action, the presence of what may likely
9 be deemed good faith disputes, and the Court’s discretion to reduce any penalty award, the \$20,000
10 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-compliance given
11 the facts of this case. See Decl. Rodriguez, ¶¶ 5-10; see also *Nordstrom Com. Cases*, 186 Cal.App.4th
12 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being
13 disputed and being part of a class settlement which was evaluated based on the terms of the agreement
14 overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting
15 cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,
16 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total
17 estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D.
18 Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was
19 approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc’ns California*,
20 *LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in
21 \$275,000 settlement); *Moore v. Fitness Int’l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving
22 \$2,500 PAGA allocation when attorneys’ fees award alone amounted to \$200,000); *Jack v. Hartford*
23 *Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in
24 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010);
25 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA
26 allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017)
27 (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California
28 class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential

value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

6. The Parties agree that up to Thirty Five Percent (35%) of the Gross Settlement Amount (\$62,125) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendant will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2. Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs as approved by the Court in an amount not to exceed \$10,000. *See id.* The proposed notice to be sent to Class Members will state this information. *See* Exhibit F.

7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by the Court will remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.9. These amounts will be paid out from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶ 5.1-5.5.

8. Class Members who fail to timely opt-out of this settlement will waive all Released Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.5, 1.14, 1.25, 1.29, 1.31, 6.1. Aggrieved Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether they opt out of being a Class Member. *See id.* at ¶¶ 1.2, 1.14, 1.30 -1.31, 6.2, 7.5.1.

9. For any portion of the Net Settlement Amount or PAGA Payment allocated to Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their respective settlement checks within 180 calendar days of issuance, that remaining amount shall be donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. *See* Exhibit A, ¶ 5.7. Because the Agreement provides for the distribution of all funds such that there is no residue, the provisions of California Civil Procedure Code section 384 are inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated

beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford legal representation, including providing representation for employees in wage claims before the California Labor Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶¶ 23-31.

c. Allocation of Settlement Funds

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any attorneys' fees and costs, any Enhancement Payment, Settlement Administrator Costs, and/or PAGA Payment that are approved and/or awarded by the Court. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. One third (1/3) of the payment to Participating Class Members will be characterized as W-2 wages and two thirds (2/3) will be characterized as 1099 income for tax reporting purposes. *See id.* ¶¶ 5.10.1-5.10.2.

Each Aggrieved Employee's share of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. *See* Exhibit A, ¶¶ 1.18, 5.6, 5.9. The payment to Aggrieved Employee's will be characterized as 1099 income for tax reporting purposes. *See id.* at ¶ 5.10.3.

V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE CIRCUMSTANCES

It is not required that Class Members be given actual notice of a class settlement; instead, the best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017); *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court

1 rejected a class member's argument that he had not received due process because he did not receive
2 notice until after the opt out period, finding that, so long as the notice process utilized is the best
3 practicable under the circumstances, due process is satisfied even if there is no actual receipt of the
4 notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods,*
5 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the
6 Court in *Rannis v. Recchia*, 380 F.App'x 646 (9th Cir. 2010) found that class members who did not
7 receive actual notice due to their mailings being deemed undeliverable were still properly held to be
8 part of the class settlement because they received the best notice practicable under the circumstances.
9 *See Rannis v. Recchia*, 380 F.App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-
10 984 (2019), the California Supreme Court noted that California has adopted a similar approach
11 regarding providing notice to class members.

12 Under the proposed notice procedures, Class Members will have sixty (60) days from the date
13 of mailing to review and respond to the Notice of Settlement, which will also be available online. *See*
14 Exhibit A, ¶¶ 1.20, 7.2. The Notice of Settlement contains all information necessary for Class
15 Members to assess the litigation, the Settlement, and whether they want to participate, object, or opt-
16 out. *See id.* at ¶¶ 7.2, 7.5.1-7.5.3; Exhibit F. National change of address database searches, skip-traces,
17 and surveying of current employees will be utilized as set out in the Agreement to provide the best
18 practical means of ensuring Class Members receive the notice mailing. *See* Exhibit A, ¶¶ 7.3-7.4. Any
19 individual whose initial mailing was deemed undeliverable will have additional time to respond. *See*
20 *id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in opt-outs,
21 objections, or disputes. *See id.* ¶ 7.5.4. This notice method is regularly utilized in wage and hour class
22 actions and similar to the one approved in *Rannis*. Thus, the proposed procedures for notifying Class
23 Members satisfy due process and should be approved in this case.

24 **VI. THE AGREEMENT WARRANTS PRELIMINARY APPROVAL AS IT IS FAIR,**
25 **REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE**
26 **FACTS OF THIS CASE**

27 A class action may not be dismissed, compromised, or settled without Court approval and the
28 decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules

of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)²; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(l)(2). However, “[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.’” *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723, n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581; *see also Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

The purpose of the Court’s preliminary evaluation of a proposed class action settlement is to determine only whether it is within the range of possible approval such that notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant preliminary approval of the class action settlement. *See, e.g., North County Contr.’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *See Dunk*, 48 Cal.App.4th at 1801. However,

²The California Supreme Court has authorized California’s trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 this Court should begin its analysis with a presumption that the proposed settlement is fair. “A
2 presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2)
3 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel
4 is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

5 **i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length**
6 **Negotiations Between the Parties**

7 Settlement of this case was reached only after substantial litigation and extensive arm’s length
8 negotiations lasting nearly twenty-two (22) months, which included a full day mediation and resolution
9 through a mediator’s proposal. *See* Decl. Rodriguez, ¶¶ 7-8. At all times, the negotiations were
10 adversarial, although still professional in nature. *See id.*

11 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
12 **Information to Enter Into an Informed and Reasonable Settlement**

13 The Parties were in possession of all necessary information during the negotiations. The Parties
14 engaged in substantial informal discovery, which included all necessary components for evaluating the
15 class claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiff was in possession of
16 this information prior to calculating any damages in this case. *See id.* As a result, Plaintiff was able to
17 make a reasonable estimation of Defendant’s potential liability. *See id.* For these reasons, the
18 settlement now before the Court was reached at a stage where “the parties certainly have a clear view of
19 the strengths and weaknesses of their cases” sufficient to support the settlement. *See Kang v. Credit*
20 *Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores,*
21 *L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

22 **iii. Plaintiff’s Counsel are Experienced in Similar Litigation**

23 Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA
24 actions. *See* Decl. Rodriguez, ¶¶ 12-18. Thus, Plaintiff’s counsel are qualified to evaluate the class
25 claims, the value of settlement versus moving forward with litigation, and viability of possible
26 affirmative defenses. Plaintiff’s counsel believe that the Agreement is fair, reasonable, and adequate in
27 light of the risks associated with the claims, the uncertainties of complex litigation, and the secured
28 benefit to Class Members. *See id.*

1 **iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
2 **Plaintiff's Case and the Risks and Costs of Further Litigation**

3 Plaintiff's claims and the ability to obtain and maintain certification all the way through trial
4 were heavily disputed by Defendant. *See* Decl. Rodriguez, ¶¶ 5, 6-10. Based on the records and facts
5 of this case, Plaintiff has secured a gross recovery of approximately 5% of the maximum value of the
6 claims in this matter and between 11% and 29% of the more realistic range of recovery. *See* Decl.
7 Rodriguez, ¶¶ 9-10. The net recovery represents approximately 2% of the maximum value of the
8 claims in this matter and between 4% and 11% of the more realistic range of recovery. The average net
9 award is approximately \$597.10, which equates to approximately \$8.46 per workweek. *See id.*

10 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
11 percentile ranges of the total available damages that have been approved in other class settlements. *See*
12 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
13 (1990); *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
14 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
15 settlement of 6% of maximum potential recovery after reduction for attorney's fees was higher than
16 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
17 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017)
18 (approving a settlement where the net recovery to class members was approximately 7.5% of the
19 projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018
20 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the
21 projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately
22 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor*
23 *Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery
24 was approximately 8.5% of the projected maximum recovery [\$1,000,000/\$11,565,677]); *Schiller v.*
25 *David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. June 11, 2012) ("Class Members will receive
26 an average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . .
27 Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there
28 was no objection to the settlement amount or the attorneys' fees requested"), *report and*

1 *recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL
2 1119534, *7 (S.D. Cal. 2012) (“the results achieved in this case were very favorable. Class members
3 are provided with immediate monetary relief, with an average award of around several hundred dollars
4 and a minimum award of \$50”).

5 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

6 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
7 information be presented in class action settlements “to ensure that the recovery represents a reasonable
8 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
9 risks and expenses of attempting to establish and collect on those claims by pursuing the
10 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
11 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
12 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
13 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
14 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
15 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

16 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
17 data points relied upon in reaching these ranges. See Decl. Rodriguez, ¶¶ 9-10. The record
18 demonstrates that the compromises made by Plaintiff was reasonable and have resulted in a settlement
19 with recovery percentage well within the range of what has been found to be sufficient in several other
20 cases. See, *supra*, Section VI.a.iv; see also *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th
21 Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the potential recovery
22 does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
23 disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no
24 reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a
25 thousandth part of a single percent of the potential recovery”).

26 **b. Provisional Certification of the Class is Appropriate**

27 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
28 defined community of interest in the questions of law and fact involved affecting the parties to be

represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three factors: (1) common questions of law or fact predominate; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.* Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous

The proposed settlement class is ascertainable because all putative Class Members can be readily identified through employee personnel and payroll files. *See Noel*, 7 Cal.5th at 980; *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334 (2008). The numerosity requirement is met because there are 112 individuals who fall within the definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters’ & Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these requirements are satisfied.

ii. The Commonality, Predominance, and Typicality Requirements are Met

The commonality requirement is met when there are questions of law or fact regarding the class as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires only that some common legal or factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over individual questions and class-wide treatment of a dispute must be superior to individual litigation.³ *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the named representative are typical of those of the class, though “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47 (1983).

³When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 The common questions of law and fact in this case stem from Plaintiff's contention that
2 Defendant violated California law by 1) requiring Plaintiff and similarly situated employees to assist
3 other employees and respond to clients after working hours but failing to pay Plaintiff and similarly
4 situated employees for working off the clock during such hours, 2) failing to pay Plaintiff and similarly
5 situated employees for all overtime hours worked because Defendant's policy would not pay overtime
6 for employees who had not asked for permission to work overtime at least 24 hours in advance and 48
7 hours in advance of the pay period, 3) having Defendant's Human Resources change the hours in the
8 timecards to remove overtime hours worked for Plaintiff and similarly situated employees, 4)
9 misclassifying Plaintiff and similarly situated employees as salary exempt after Defendant and similarly
10 situated employees had worked in the same positions and performed the same non-exempt tasks for
11 more than 50% of the time in order to not pay Plaintiff and similarly situated employees overtime, 5)
12 failing to provide plaintiff and similarly situated employees with compliant uninterrupted meal and rest
13 periods, 6) failing to keep records of Plaintiff's and similarly situated employees' hours worked and
14 meal periods after misclassifying Plaintiff and similarly situated employees, 7) requiring Plaintiff and
15 similarly situated employees to use their personal cell phones for work purposes and communicated to
16 clients but did failed to reimburse Plaintiff and similarly situated employees for the use of their cell
17 phones for work purposes, 8) failing to reimburse Plaintiff and similarly situated employees during the
18 COVID pandemic for using their own paper, ink, printers and cell phones for work purposes, and 9)
19 failing to pay employees for all hours worked by unlawfully rounding employees' hours where it had
20 the ability to track all actual hours worked and ultimately rounded hours worked in a way that
21 systematically benefited Defendant. *See* Exhibit B. The waiting time penalties, unfair competition, and
22 PAGA claims are derivative of these violations. *See id.* Plaintiff and the Class Members seek the same
23 remedies under state law. Under these specific circumstances, the commonality and predominance
24 requirements are satisfied. Regarding the typicality requirement, Plaintiff contends she suffered from
25 the same unlawful policies, treatment, and circumstances as Class Members did, will request the same
26 remedies, and will rely on the same methods of proof to establish liability and damages. *See id.* Thus,
27 the typicality requirement is also satisfied for settlement purposes.
28

1 **iii. The Adequacy Requirement is Met**

2 The adequacy of representation requirement is met if the named representative and counsel have
3 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
4 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
5 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,
6 Plaintiff and the putative Class Members will receive a pro rata share of the settlement based on the
7 number of workweeks they worked for Defendant. *See Exhibit A*. Finally, any settlement class
8 member who wishes to opt-out of the settlement may do so, and he or she may also dispute the number
9 of workweeks stated in the Notice of Settlement (Exhibit F).

10 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
11 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
12 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
13 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
14 engaged Defendant's counsel in settlement discussions over the course of approximately twenty-two
15 (22) months. Moreover, Plaintiff's counsel has experience defending and bringing wage and hour
16 claims. Because Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims,
17 the adequacy requirement is met. *See generally* Decl. Rodriguez.

18 **VII. ATTORNEY'S FEES AND COSTS, ENHANCEMENT PAYMENT TO THE CLASS**
19 **REPRESENTATIVE, AND SETTLEMENT ADMINISTRATOR COSTS TO BE**
20 **REQUESTED IN CONNECTION WITH FINAL APPROVAL**

21 Plaintiff is not requesting any determination with respect to attorney's fees and costs,
22 Enhancement Payment, or Settlement Administrator Costs at this time. Rather, should the Court grant
23 preliminary approval, Plaintiff will make the request for these amounts as set out in the Agreement as
24 part of their final approval briefing. Specifically, Plaintiff will request the Court award attorney's fees
25 in the amount of \$62,125 (35% of the Gross Settlement Amount), costs in an amount not to exceed
26 \$10,000, Settlement Administrator Costs in an amount not to exceed \$8,500, and an Enhancement
Payment for the Class Representative in the amount of \$10,000.

27 Plaintiff believes an award of attorney's fees under the common fund doctrine is appropriate as
28 there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received

1 can be accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf
2 of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a
3 specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480,
4 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v.*
5 *Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of
6 persons other than . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”).
7 In this case, the Agreement allocates Thirty Five Percent (35%) of the Gross Settlement Amount
8 (\$62,125) as the maximum potential fee award. *See Exhibit A, ¶ 5.2.* This is well within the range of
9 fee awards percentages approved in common fund cases. *See, e.g., Martin v. AmeriPride Servs., Inc.*,
10 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between
11 30%-40% where the gross settlement amount is less than \$10 million); *Singer*, 2010 WL 2196104, *8
12 (collecting cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount,
13 including *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16,
14 2009) [awarding 33.33% fee on a \$5.6 million wage and hour class action], *Birch v. Office Depot, Inc.*,
15 Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40% fee
16 on a \$16 million wage and hour class action], and *Rippee v. Boston Mkt. Corp.*, Case No. 05cv1359
17 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee on a \$3.75 million
18 wage and hour class action]).

19 Similarly, the amounts allocated for any Enhancement Payment and Settlement Administrator
20 Costs are also within ranges that have been approved in similar cases. *See Cellphone Termination Fee*
21 *Cases*, 186 Cal.App.4th at 1393 (approving \$10,000 awards to each of the four (4) named plaintiffs);
22 *West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2–3, *7–*8 (E.D. Cal. 2006) (awarding \$15,000 to
23 each of the named representatives who spent 100 hours and 80 hours, respectively, prosecuting the case
24 on behalf of class members)⁴; *Dent v. ITC Serv. Grp., Inc.*, 2013 WL 5437331, *4, *7, *9 (D. Nev.

25
26 ⁴ In *West*, information necessary to assess enhancement payments relative to average payments received by class members
27 was stated in connection with preliminary approval proceedings. There were 1,752 class members in the vacation subclass
28 and 14,000 class members in the meal period subclass, totaling 15,752 class members in all. Thus, in a \$5,000,000 gross
settlement, the *West* Court approved the \$15,000 enhancements where the average gross award for class members was
\$317.42. *Compare West v. Circle K Stores, Inc.*, 2006 WL 1652598, *3 (E.D. Cal. 2006) with *West v. Circle K Stores, Inc.*,
2006 WL 8458679 at *2–3, *7–*8.

2013) (awarding a \$15,000 representative enhancement out of a \$150,000 settlement for approximately 530 class members); *Patel v. Nike Retail Services, Inc.*, 2019 WL 2029061, *1, *4 (N.D. Cal. 2019) (\$5,261 for settlement administrator’s fees was not excessive where PAGA group consisted of 40 employees). Any allocated amounts for attorney’s fees and costs, any Enhancement Payment, and/or Settlement Administrator Costs that are not ultimately awarded by the Court will be distributed to Class Members pro rata. See Exhibit A, ¶¶ 5.2-5.3, 5.5, 5.9.

Plaintiff’s final approval briefing will include information and analysis regarding the appropriateness of the fee percentage sought, a lodestar cross check of the requested fee, a detailed declaration from Plaintiff regarding their time spent on the case as well as any risks and burdens incurred as the Class Representative, an itemized costs spreadsheet, and a declaration from the Settlement Administrator detailing the work performed and Settlement Administrator Costs incurred. See Decl. Rodriguez ¶¶ 19-20. The Notice of Settlement will state the amounts to be requested to provide Class Members the ability to comment thereon, providing evidence of whether the requested amounts are reasonable. See Exhibit F at pg. 2, § II.A; see also *In re Heritage Bond Litig.*, 2005 WL 1594403, *21 (C.D. Cal. 2005) (“The absence of objections or disapproval by class members to Class Counsel’s fee request further supports finding the fee request reasonable”).

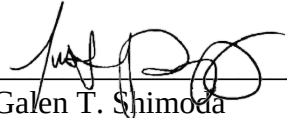
VIII. CONCLUSION

For all of the foregoing reasons, the Court should preliminarily and conditionally certify the class for settlement purposes; grant preliminary and conditional approval of the proposed settlement; approve the proposed notification procedures, including the Notice of Settlement and proposed deadlines relating thereto; and schedule the final approval hearing. A copy of Plaintiff’s proposed order is being filed concurrently herewith.

Shimoda & Rodriguez Law, PC

Dated: January 7, 2025

By: _____


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individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CECILIA LOMELI, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

KPB IMMIGRATION LAW FIRM PC, a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 23CV001689

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 22*

CLASS ACTION

**DECLARATION OF JUSTIN P. RODRIGUEZ
IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. No. A-01689-001

Date: January 31, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: May 15, 2023

FAC Filed: March 26, 2024

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Cecilia Lomeli (“Plaintiff”) herein. I am making this
4 declaration on behalf of the named Plaintiff, the putative class members, and in support of Plaintiff’s
5 Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). Pursuant to the
6 Rule 2.99.05 of the Local Rules for the Superior Court of California, County of Sacramento, I have
7 reviewed the Court’s class action and PAGA settlement checklist and believe I have prepared the
8 moving papers in compliance with the checklist as well as the California Rules of Court. A true and
9 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
10 (“Agreement”) in this matter is filed with this Motion as Exhibit A.

11 2. This case was brought as a wage and hour class action based on Plaintiff’s contention
12 that Defendant KPB Immigration Law Firm PC (“Defendant”), violated California law by failing to pay
13 overtime wages, failing to pay minimum wages, committing meal and rest period violations, failing to
14 provide accurate wage statements, failing to pay all final wages, failing to reimburse business expenses,
15 and engaging in unfair competition. Plaintiff also alleged liability for civil penalties under the Private
16 Attorneys General Act (“PAGA”). These claims were based allegations that Defendant violated
17 California law by 1) requiring Plaintiff and similarly situated employees to assist other employees and
18 respond to clients after working hours but failing to pay Plaintiff and similarly situated employees for
19 working off the clock during such hours, 2) failing to pay Plaintiff and similarly situated employees for
20 all overtime hours worked because Defendant’s policy would not pay overtime for employees who had
21 not asked for permission to work overtime at least 24 hours in advance and 48 hours in advance of the
22 pay period, 3) having Defendant’s Human Resources change the hours in the timecards to remove
23 overtime hours worked for Plaintiff and similarly situated employees, 4) misclassifying Plaintiff and
24 similarly situated employees as salary exempt after Defendant and similarly situated employees had
25 worked in the same positions and performed the same non-exempt tasks for more than 50% of the time
26 in order to not pay Plaintiff and similarly situated employees overtime, 5) failing to provide plaintiff
27 and similarly situated employees with compliant uninterrupted meal and rest periods, 6) failing to keep
28 records of Plaintiff’s and similarly situated employees’ hours worked and meal periods after

1 misclassifying Plaintiff and similarly situated employees, 7) requiring Plaintiff and similarly situated
2 employees to use their personal cell phones for work purposes and communicated to clients but did
3 failed to reimburse Plaintiff and similarly situated employees for the use of their cell phones for work
4 purposes, 8) failing to reimburse Plaintiff and similarly situated employees during the COVID
5 pandemic for using their own paper, ink, printers and cell phones for work purposes, and 9) failing to
6 pay employees for all hours worked by unlawfully rounding employees' hours where it had the ability
7 to track all actual hours worked and ultimately rounded hours worked in a way that systematically
8 benefited Defendant. The PAGA, waiting time penalty, wage statement violation, and unfair
9 competition claims also derive from these violations.

10 3. Plaintiff is the only named representative in this matter. We began investigating the
11 claims on December 7, 2022, which included interviewing Plaintiff, reviewing her documents, and
12 seeking out potential witnesses to corroborate the claims. From our initial investigations of Plaintiff's
13 claims and documents, we believed the claims had merit and could be maintained as a class action. We
14 filed the action on or about May 15, 2023. Plaintiff exhausted administrative remedies through the
15 Labor and Workforce Development Agency ("LWDA") prior to amending the Complaint to add a
16 PAGA claim. Plaintiff filed a notice with the LWDA on May 12, 2023, setting forth the facts and
17 theories of liability. A true and correct copy of the notice filed with the LWDA is being filed with this
18 Motion as Exhibit C. A copy of the notice was also sent to Defendant via certified mail and the \$75.00
19 filing fee was remitted to the LWDA at that time. There was no response by the LWDA regarding its
20 intent to investigate the claims alleged in Plaintiff's notice for more than 65 days and Defendant did not
21 utilize the cure procedures under the statute. As such, Plaintiff became authorized to commence a civil
22 action under the PAGA. Because Defendant had not filed a responsive pleading and was not
23 responding to our attempts to discuss and litigate the case, we started preparing for default judgment
24 proceedings. This included filing a separate complaint on September 20, 2023, asserting a single cause
25 of action under the PAGA in Sacramento County Superior Court based on the violations alleged in the
26 May 12, 2023, notice to the LWDA. A separate PAGA lawsuit was filed to address potential notice
27 and due process issues related to default judgments in class proceedings that do not arise in a PAGA
28 only case. However, prior to filing the default judgment, we were contacted by Defendant's counsel

1 and agreed to consolidate the PAGA claim into this case after receiving assurances that Defendant
2 intended to appear and participate in the litigation, avoiding the need for a default judgment. Plaintiff
3 filed a First Amended Complaint on March 26, 2024, to add the PAGA cause of action based on the
4 violations alleged in the May 12, 2023, notice to the LWDA into this litigation. A true and correct
5 copy of Plaintiff's operative Complaint is filed with this Motion as Exhibit B. A copy of the Complaint
6 was uploaded to the LWDA after we received a file stamped copy back from Court. On April 10, 2024,
7 Plaintiff dismissed without prejudice the PAGA only action.

8 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

9 5. Defendant is represented in this matter by LightGabler Law. From the beginning,
10 Defendant has contested the merits of this case, the suitability of the case for class action and/or
11 representative treatment, the manageability of the case at trial, and Plaintiff's ability to prove a
12 violation in each pay period for each employee among other defenses and contentions they made
13 challenging the propriety of this action. Defendant further contended, even assuming there was a
14 finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion
15 to substantially reduce any such penalties owed based on evidence of good faith attempts to comply
16 with California Labor Code obligations by Defendant. Notwithstanding the agreement to settle this
17 matter, Defendant believe the practices Plaintiff is contending are unlawful either do not exist or, to the
18 extent they do exist, fully comply with all state and federal employment laws with respect to Plaintiff
19 and Class Members. Also, Defendant has contended that this matter is not appropriate for class
20 certification outside of this proposed class settlement.

21 6. We have reviewed a substantial number of documents and informal discovery during our
22 investigation of the claims. Based on the expected testimony from Plaintiff and Class Members, a
23 review of Defendant's policies and procedures and other documents relating to the alleged claims,
24 information on the number of Class Members, Class Members' total workweeks within the Class Period,
25 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who
26 separated employment within three (3) years of this case being filed, and a representative sample of
27 Class Members' time and payroll data, the scope of the potential damages in light of the claims alleged,
28 the uncertainty in the law with regard to certification, and the negotiations that have taken place, I am

1 convinced that the proposed settlement is in the best interest of the class. The length and risk of
2 continued litigation and trial, as well as other normal perils of complex litigation that impact the value of
3 the claims, were also considered and weighed in reaching the Agreement. In addition, I carefully
4 considered the prospects of class certification and maintaining class certification through trial
5 notwithstanding the numerous challenges raised by Defendant. I further considered the fact that
6 penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was
7 successful on proving those claims and there was risk that a Court could find no willfulness in the failure
8 to pay wages at separation or the existence of a good faith dispute, which would eliminate the value of
9 several claims entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to the class
10 now rather than to proceed with litigation and potentially obtain zero funds for the class due to legal or
11 factual issues in the case.

12 7. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our
13 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
14 and potential damages for such claims. The parties engaged in informal discovery and exchange of
15 documents that included, but was not limited to, a 20% representative sampling of employee data,
16 including, but not limited to, time records, paystubs, and payroll summaries, relevant handbooks,
17 bulletins, and memoranda containing Defendant's policies for the entirety of the statute of limitations
18 applicable to the alleged claims. Review of this data included comparing the time records and payroll
19 data with unique pay codes and Defendant's wage and hour policies pay period by pay period. From
20 this production we were able to determine information critical to a reliable damages analysis such as the
21 average hourly rate, average daily hours worked, shifts eligible for meal and rest periods and the number
22 of potential shifts that may correspond to liability under our theories of liability, average number of
23 workweeks and pay periods that had potential violations based on the asserted claims, the frequency
24 with which violations occurred in a given week and/or pay period, and the number of former employees.
25 This information allowed my office to assess both liability and damages and create an accurate damages
26 model. Plaintiff assisted in all aspects of this litigation including providing factual information relating
27 to Plaintiff's and Class Members' employment conditions, providing a substantial number of documents,
28 and answering questions regarding Defendant's factual contentions in this matter. This was important

1 because it directly related to our ability to maintain this case as a class action and our ability to obtain a
2 favorable settlement for the class.

3 8. Throughout this litigation our office had numerous communications with Defendant's
4 Counsel discussing our respective positions. The parties engaged in mediation on June 18, 2024, using
5 an experienced mediator, Craig J. Ackerman, Esq. It was only after approximately twenty-two (22)
6 months of extensive, arm's length negotiations that the parties were able to reach a settlement, which
7 only occurred after a full-day mediation and mediator's proposal. The negotiations were, at all times,
8 contentious, adversarial, and at arms-length, though still professional in nature.

9 9. Based on my office's analysis of the informal discovery outlined above, there were
10 approximately 112 Class Members who worked 7,907 weeks in the Class Period, 69 Aggrieved
11 Employees who worked 1,958 pay periods during the PAGA Claim Period, an average base hourly rate
12 of approximately \$28.19, and an average overtime rate of approximately \$42.29. We did not find any
13 prior Labor Commissioner or Court decisions stating Defendant's practices and/or policies were
14 improper. As such, a "subsequent violation" may not be found for penalty calculation purposes, and
15 the penalty exposure analysis herein is based on an "initial violation" valuation being adopted by any
16 fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-
17 1209 (2008). We also interviewed Class Members regarding their work experiences in relation to the
18 asserted claims and have incorporated that information into the damages analysis. The following
19 represents the maximum recovery as well as the more realistic range of recovery for each of Plaintiff's
20 claims:

- 21 a) Minimum Wages: This claim is based on allegations that Defendant failed to pay
22 Plaintiff and Class Members at least the minimum wage for all hours worked due to
23 Defendant requiring employees to work off-the-clock while assisting other employees
24 and responding to clients after working hours, and by misclassifying them as salary
25 exempt to avoid paying off-the-clock work. Defendant also would change the hours in
26 the timecards to remove overtime hours, stopped keeping records of hours worked after
27 misclassifying Plaintiff and similarly situated employees as salary exempt, and engaged
28 in rounding. The maximum damages for this claim are approximately \$213,489. This

1 amount does not take into account any potential risks with respect to Plaintiff certifying
2 the claim, proving the merits, or proving damages. The maximum damages were
3 calculated based on the upper range of estimated time Class Members worked off-the-
4 clock per week due to the alleged unlawful policies, which was 2 hours. Based on the
5 weighted average minimum wage rate of \$13.5 during the Class Period, this equals
6 approximately \$213,489 in unpaid minimum wages ([7,907 workweeks x 2 hours off-
7 the-clock per week] x \$13.5 average minimum wage rate). Because we also assumed
8 that all unpaid time qualified for overtime, only liquidated damages is being claimed to
9 avoid double recovery of substantive wage loss. Defendant heavily disputed this theory
10 of liability. First, Defendant's timekeeping policy states that it did not allow employees
11 to work off-the-clock and required them to report any off-the-clock work to their
12 supervisor. The policy also required that employees certify that their time records were
13 accurate. Second, Defendant argued it maintained, and strictly enforced, policies against
14 working off-the-clock, accurately recording hours worked, and that overtime was
15 regularly paid, undermining any contention that there was any practice or policy
16 promoting off-the-clock work. Furthermore, Defendant contended that Plaintiff and
17 other Class Members were properly classified as exempt and paid salary, which would
18 eliminate any unpaid hours worked claims if accepted by the fact finder. This presented
19 a substantial challenge to both certification and the merits of the claim. The written
20 policy prohibiting off-the-clock work would require Plaintiff to demonstrate, on a class
21 wide basis, that Defendant effectively maintained "a policy to violate the policy" against
22 off-the-clock work and that Defendant knew or should have known the off-the-clock
23 work was occurring despite the policies and payment of overtime. *See Brinker Rest.*
24 *Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051-1052 (2012). Third, there were numerous
25 instances where Defendant actually paid overtime to Plaintiff and Class Members,
26 undermining any systemic pattern or practice to allow unpaid overtime or hours worked
27 in general. Finally, the presence of a good faith dispute would eliminate liability for
28 liquidated damages for unpaid minimum wages. *See Cal. Lab. Code § 1194.2(b);*

1 *Ridgeway v. Walmart Inc.*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020). Based on the facts
2 of the case and the theories of liability being alleged, I believe there was substantial risk
3 that a good faith dispute finding would be made. As a result, I believe the good faith
4 dispute defense would result in no recovery for this claim;

5 b) Unpaid Overtime Wages (Off-the-Clock): The off-the-clock theory of overtime liability
6 is based on the same factual allegations that formed the basis for the minimum wage
7 claims, which are stated above. The maximum damages for this claim are \$668,694.99
8 ([7,907 workweeks x 2 hours off-the-clock per week] x \$42.29 average overtime rate).
9 This amount does not take into account any potential risks with respect to Plaintiff
10 certifying the claim, proving the merits, or proving damages. Plaintiff has assumed that
11 all unpaid hours qualified as overtime. Because this theory of liability is based on the
12 same facts supporting the minimum wage claim, it is subject to the same risks identified
13 above. Additionally, although the maximum damages were calculated on the upper
14 range of estimated unpaid hours worked per week, the average unpaid hours worked was
15 closer to 1.15 per week, which would lower the maximum claim value to \$384,499.62.
16 Taking all these factors into account, I believe a more likely range of recovery for this
17 claim is between \$153,799.85 to \$249,924.75, which is based on a more likely 1.15
18 average hours of unpaid time per week and a 35% to 60% reduction based on the factual
19 and legal risks);

20 c) Meal Periods: This claim is based on allegations that Defendant failed to provide
21 plaintiff and similarly situated employees with compliant uninterrupted meal and rest
22 periods and that Defendant stopped keeping records of Plaintiff's and similarly situated
23 employees' hours worked and meal periods after misclassifying them. The maximum
24 damages for this claim are \$445,796.66. This amount does not take into account any
25 potential risks with respect to Plaintiff certifying the claim, proving the merits, or
26 proving damages. This amount was calculated based on an average hourly rate of
27 \$28.19, an average of 5 shifts per week, and a violation rate of approximately 40% of
28 shifts based on the experiences of Plaintiff and Class Members who were interviewed,

1 i.e. 40% of shifts had either no meal period punch, a late meal period, a meal period
2 lasting less than thirty (30) minutes, and/or a shift of more than ten (10) hours without a
3 second meal period. Defendant contended that it provided complaint meal periods to
4 Plaintiffs and similarly situated employees and their meal period policy and time
5 keeping policies required Plaintiffs and similarly situated employees to take compliant
6 meal periods, clock out for meal periods, and attest to payroll time records being
7 complete and accurate. Defendant also contended that, regardless of whether their
8 policies and practices were compliant with respect to non-exempt employees, Plaintiff
9 and Class Members were properly classified as exempt and were, therefore, not entitled
10 to meal periods. Taking these factors into account, I believe a more realistic range of
11 recovery for this claim is between \$111,449.17 to \$222,898.33 (reduction of 50% to 75%
12 based on risk);

13 d) Rest Breaks: This claim was based on the same allegations as the meal period claim.
14 Plaintiff contended that Class members were not provided with lawful rest periods
15 approximately 40% of the time. Based on 5 shifts per week, 7,907 total weeks during
16 the Class Period, and an average \$28.19 hourly rate, this equates to a maximum
17 exposure of approximately \$445,796.66. This amount does not take into account any
18 potential risks with respect to Plaintiff certifying the claim, proving the merits, or
19 proving damages. Because this claim is based on the same factual basis as the meal
20 period claims, it is also subject to the same risks as detailed above. Taking these factors
21 into account, I believe a more realistic range of recovery for this claim would be
22 between \$111,449.17 to \$222,898.33 (50% to 75% reduction based on risk);

23 e) Reimbursement: This claim was based on Plaintiff's contention that Class Members
24 were required to use their personal cell phones to communicate with their supervisors,
25 managers, and/or home office, and to communicate with clients. This is based on a
26 monthly cell phone bill of approximately \$62 and 50% work usage rate, which equates
27 to approximately \$7.15 owed per week. The maximum exposure for this claim is
28 \$56,565.46. This amount does not take into account any potential risks with respect to

1 Plaintiff certifying the claim, proving the merits, or proving damages. Defendant
2 heavily disputed whether use of personal cell phones was required given that
3 Defendant's offices had office phones. Defendant contended that the use of any
4 applications on a personal device or using cell phones to communicate with supervisory
5 employees and/or clients was, at most, a personal choice of convenience by Class
6 Members. Based on these risks, I believe a more realistic range of recovery for this
7 claim would be between \$11,313.09 to \$19,797.91 (65% to 80% reduction based on
8 risk);

9 f) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum
10 wage, and meal and rest period. The maximum exposure for this claim is \$97,900, which
11 is calculated based on an initial violation of \$50 per pay period per employee and
12 assumes a violation in each of the 1,958 pay periods within the one (1) year penalty
13 statute of limitations. This amount does not take into account any potential risks with
14 respect to Plaintiff certifying the claim, proving the merits, or proving damages.
15 Because this claim is derivative of Plaintiff's other claims, the same risks identified
16 above for the minimum wage, overtime, meal period, and rest period claims apply here
17 as well, substantially affecting the potential value of this claim. Furthermore, under the
18 recent California Supreme Court case, *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th
19 1056 (2024), employers now have a good faith dispute defense against wage statement
20 claims. Given the factual and legal disputes presented in this fact, I believe it is likely
21 that a Court would find a good faith dispute exists. Thus, I believe it is more realistic
22 that there would be no recovery for this claim;

23 g) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, and
24 meal and rest period. The maximum damages for this claim are \$189,436.80. This
25 amount does not take into account any potential risks with respect to Plaintiff certifying
26 the claim, proving the merits, or proving damages. The maximum damages were
27 calculated based on the \$28.19 average hourly rate, 28 former employees within the
28 three (3) year penalty statute of limitations, and an average of 8 hours worked per shift.

1 Plaintiff utilized the full 30 days to calculate the total amount due for each formerly
2 employed Class Member. Because it is derivative of Plaintiff's claims asserted above, it
3 carries all the same risks. Similar to claims for liquidated damages for minimum wages
4 and wage statement violations, waiting time penalties are subject to a good faith dispute
5 defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). For
6 the same reasons as stated above, it is likely that a good faith dispute would be found
7 and the value associated with this claim would be eliminated entirely;

8 h) PAGA: This claim is derivative of the Labor Code violations identified above and would
9 be subject to all the same risks as the underlying claims it is based on. Again, we did
10 not find any prior Labor Commissioner or court decisions that stated Defendant's
11 practices and/or policies were improper, so the exposure analysis is based on an "initial
12 violation" valuation being adopted by any fact finder if this matter went to trial. *See*
13 *Amaral*, 163 Cal.App.4th at 1207-1209. Based on Class Members' payroll data, the
14 maximum exposure for this claim is \$1,202,936.80, which was calculated per violation
15 as follows:

- 16 • *Minimum Wages*: \$195,800 (1,958 pay periods x default \$100 per pay period per
17 Labor Code section 2699(f));
- 18 • *Overtime*: \$97,900 (1,958 pay periods x \$50 per pay period per Labor Code
19 section 558);
- 20 • *Meal Periods*: \$97,900 (1,958 pay periods x \$50 per pay period per Labor Code
21 section 558);
- 22 • *Rest Periods*: \$195,800 (1,958 pay periods x default \$100 per pay period per
23 Labor Code section 2699(f));
- 24 • *Wage Statements*: \$195,800 (1,958 pay periods x default \$100 per pay period per
25 Labor Code section 2699(f));
- 26 • *Waiting Time Penalties*: \$189,436.80 (28 former employees within the penalty
27 statute of limitations. Calculated the same as waiting time penalties pursuant to
28

Labor Code section 256 [\$28.19 average hourly rate x 8-hour day x 30 days = \$6,765.60. 28 former employees x \$6,765.60 = \$189,436.80]);

- *Reimbursement*: \$195,800 (1,958 pay periods x default \$100 per pay period per Labor Code section 2699(f));
- *Failure to Maintain Accurate Records*: \$34,500 (\$500 x 69 employees within the penalty statute of limitations per Labor Code section 1174.5);

These amounts do not take into account any of the risks in proving the merits of the underlying claims that the PAGA damages are based on. The identified risks would likely eliminate several of the claims (*e.g.* minimum wages & waiting time penalties), and/or substantially reduce the number of pay periods at issue due to the inability to prove the claims in every pay period for every employee. In addition to the risks on the merits, I believe the Court may exercise its discretion to reduce PAGA penalties in this case because a majority of the civil penalties sought would be in addition to amounts owed for substantive violations, some of the violations are due to technical non-compliance with the Labor Code, such as derivative wage statement violations, several of the violations under different statutes arise from the same, singular conduct of not keeping accurate records of hours work, working off the clock, and failing to provide compliant and uninterrupted meal and rest periods deducting time for meal periods that were not taken by employees. Defendant produced wage and hour policies and other documents related to attempts at complying with the California Labor Code that a Court may find demonstrates a good faith attempt at compliance, and there were several instances where the actual substantive loss experienced by Aggrieved Employees was substantially less per pay period than the potential maximum penalty that could be imposed. Courts are statutorily authorized to use discretion to reduce penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction); *Hamilton*

1 v. *Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal. 2021). The 82% reduction
2 equates to roughly \$9-\$18 worth of civil penalties per pay period per employee
3 depending on the total potential value of the civil penalty (*i.e.* \$50-\$100), which is more
4 in line with actual awards based on my experience and review of awards in other cases.
5 Thus, even if using the maximum values and setting aside risks of proving the claims on
6 the merits, the total exposure may be cut to approximately \$216,528.62 (82% reduction)
7 to \$842,055.76 (30% reduction) or lower. It is important to note that this discretionary
8 reduction is completely separate and in addition to any risks on the merits. Given the
9 substantial risks associated with the claims, I believe the amount that might ultimately
10 be awarded under this claim would be significantly lower than the maximum civil
11 penalties available. I believe allocating \$20,000 to the PAGA claims in this case is
12 appropriate, especially in light of amounts that Courts have approved as reasonable
13 valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)
14 (approving \$0 allocation to the resolution of PAGA claims based on their being disputed
15 and being part of a class settlement which was evaluated based on the terms of the
16 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2
17 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-
18 1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018)
19 (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no
20 recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016)
21 (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure
22 was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
23 *Commc 'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily
24 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l,*
25 *LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation
26 when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins.*
27 *Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in
28 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D.

Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

10. In summary, Plaintiff's gross recovery of \$177,500 under the Agreement equals approximately 5% of the maximum value of the claims in this matter (\$3,425,541.94) and between 11% and 29% of the more realistic range of recovery. After deducting the proposed allocations for attorneys' fees and costs, any Enhancement Payment, Settlement Administrator Costs, and the PAGA Payment from the Gross Settlement Amount, the net recovery under the Agreement, \$66,875, represents approximately 2% of the maximum value of the claims in this matter. The net recovery also represents between 4% and 11% of the more realistic range of recovery. The average net award is approximately \$597.10, which is the equivalent of approximately \$8.46 per workweek. I believe the Agreement is fair, reasonable, and adequate, representing a reasonable compromise of claims based on the legal and factual disputes in this case. The ability to secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this Agreement.

11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office agreed to take this case on a contingency basis, meaning that we would take a percentage of any settlement or judgment should we recover a monetary amount. We took a risk that we would not recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case may be subject to an unfavorable summary judgment ruling. However, we believe it is important to make sure employees are able to find affordable representation in order to ensure that employers are

1 complying with all their legal obligations towards employees and paying employees all their hard-
2 earned wages.

3 12. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
4 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
5 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
6 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
7 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
8 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
9 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
10 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
11 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
12 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
13 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
14 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
15 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
16 and an officer for the Latino Law Students Association from 2009 to 2010.

17 13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
18 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
19 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent
20 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to present, I have
21 been recognized as a Super Lawyer (Rising Star). I have been a panel speaker and presented a number
22 of seminars covering issues in wage and hour litigation in general and complex class and PAGA
23 litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the
24 Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class
25 Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020);
26 (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept.
27 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County
28 Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a

1 Post-Viking River Cruises World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the
2 Sacramento County Bar Association Labor and Employment Law Section’s executive committee in
3 2019 and was the Chair of the executive committee for 2022. I have also been a member of the
4 Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August
5 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA
6 claims, and Fair Labor Standards Act (“FLSA”) claims. I am actively involved in most all of the
7 complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently
8 litigating, including the instant case, includes, but is not limited to, the following:

- 9 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 10 • *Adams-Anguy v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 11 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 12 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 13 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
14 (San Joaquin Sup. Ct.);
- 15 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 16 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 17 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
18 Sup. Ct.);
- 19 • *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
20 Ct.);
- 21 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 22 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
23 00271174 (Sac. Sup. Ct.);
- 24 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
25 Ct.);
- 26 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
27 Ct.);
- 28 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.

- Sup. Ct.);
- *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
 - *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
 - *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
 - *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
 - *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
 - *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
 - *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
 - *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
 - *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
 - *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
 - *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
 - *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
 - *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
 - *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
 - *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
 - *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
 - *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
 - *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
 - *Hellum v. A1 Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
 - *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
 - *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
 - *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
 - *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);

- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovation Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

14. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

15. My partner, Galen T. Shimoda, Esq., worked with me on this matter and assisted with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University

of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Northern California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

16. Mr. Shimoda has practiced law in California since being admitted to the State Bar in 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.

Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and Federal Courts, including up to certification, settlement, preliminary and final approval, and disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel include the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);

- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
- *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-300000003 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);

- 1 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 2 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 3 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 4 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 5 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 6 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 7 00082201 (Sac Sup. Ct.);
- 8 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.
- 9 Sup. Ct.);
- 10 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 11 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 12 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 13 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 14 Sup. Ct.);
- 15 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 16 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- 17 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- 18 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

19 17. The preceding list of cases does not include those where, for a variety of reasons, the
20 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
21 of the case.

22 18. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr.
23 Konini graduated from Seton Hall University School of Law. Prior to moving to California, he
24 practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of
25 individual and class action cases, including those involving wage and hour claims, Private Attorney
26 General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and
27 harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing
28 as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in

1 September 2022. Mr. Konini has experience drafting written discovery, taking and defending
2 depositions, calculating class-wide damages, interviewing putative class members, drafting motions
3 and briefs on complex class action procedures, negotiating class and individual damages claims, and
4 communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini
5 has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely
6 *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v.*
7 *Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v.*
8 *Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins*
9 *v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources,*
10 *Inc.*, et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental*
11 *Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072
12 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool*
13 *Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case
14 No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No.
15 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac.
16 Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
17 Sup. Ct), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.
18 Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct). Mr.
19 Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

20 19. In connection with any final approval hearing, I will be seeking attorneys' fees and
21 costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs as set
22 forth in the Agreement. I will be requesting attorneys' fees and costs pursuant to the common fund
23 doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25,
24 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston &*
25 *Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989). The facts and case law supporting the requested
26 amounts will be set forth in the final approval motion, including information for the Court to perform a
27 lodestar cross check of the requested attorney's fees, quantify the amount of time spent by Plaintiff on
28 this case and any further risks and/or burdens incurred as a result of acting as Class Representative, an

1 updated declaration in support of actual litigation costs and itemized cost spreadsheet, and declaration
2 from the Settlement Administrator detailing the work performed and Settlement Administrator Costs
3 incurred. My firm's expected costs through final approval are not expected to exceed \$10,000.
4 Attached as Exhibit E is a true and correct copy of the costs incurred prior to the filing of this Motion
5 and the expected costs incurred through the final approval and fairness hearing. Any difference in the
6 awarded fees and costs, Class Representative's Enhancement Payment, and Settlement Administrator
7 Costs and the amounts allocated for each under the Agreement will be added back to the Net Settlement
8 Amount and distributed pro rata to Class Members.

9 20. I have used several class action administrator companies in the wage and hour class
10 actions I have resolved in the past and believe ILYM Group, Inc. will provide the best service to
11 administer the proposed class settlement. ILYM Group, Inc. has provided a quote for the estimated
12 maximum cost of administering the class settlement of approximately \$5,850. A true and correct copy
13 of a cost estimate provided by ILYM Group, Inc. is filed with this Motion as Exhibit D. This is only an
14 estimate, and final pricing may vary depending on the issues, if any, that arise during the administration
15 of the settlement. However, the difference between the actual, lesser costs and \$8,500, if any, will be
16 paid to the Participating Class Members on a pro rata basis.

17 21. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
18 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
19 2699(l)(2). A true and correct copy of documents demonstrating the settlement documents were
20 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
21 Exhibit G.

22 22. A true and correct copy of the proposed Notice of Settlement is being filed with this
23 Motion as Exhibit F. The Notice of Settlement will direct Class Members to the Court's public access
24 web portal and provide instructions on how to search for the case to find electronic copies of all filed
25 documents in this case and other pertinent case information found on the Court's public access web
26 portal. I believe utilizing the public access web portal is a superior method for online/electronic notice
27 to Class Members for several reasons. First, the case information and relevant settlement documents
28 will remain available for much longer on the public access web portal than on an administrator's

1 website. Generally, case web pages created by administrators are taken down shortly after any
2 compliance hearing whereas the case information on the public access web portal will remain available
3 for several years after any compliance hearing. Second, there are no added costs to Class Members in
4 utilizing the public access web portal. To the extent a Class Member has the means to access an
5 administrator web page (*e.g.* phone/computer & internet service), they will also be able to access the
6 public access web portal. There is no charge on the public access web portal for searches utilizing case
7 numbers and the Notice of Settlement will provide instructions for searching by case number. Third,
8 utilizing the public access web portal will result in fewer costs associated with settlement
9 administration, resulting in more funds to distribute to Class Members. Fourth, utilizing the public
10 access web portal will give Class Members a greater ability to keep apprised of the case status heading
11 into any final approval hearing(s) and/or compliance hearing(s). Finally, it will also help in
12 effectuating notice of final judgment to Class Members. To the extent final approval is granted, we
13 will file a notice of entry of judgement. For the reasons already stated above, the ease of access and
14 longevity of records on the public access web portal will make it easier for Class Members to obtain
15 and review the notice of judgment well into the future.

16 23. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. (“CPB”) and
17 The Center For Workers Rights (“CFWR”). Only those funds that remain from uncashed settlement
18 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.7 of the Agreement.

19 24. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
20 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
21 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
22 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
23 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
24 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
25 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
26 *pres* funds from several jurisdictions in the State of California, including from Sacramento County
27 Superior Court.
28

1 25. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
2 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
3 their current or former employment. This assistance regularly includes, but is not limited to, free legal
4 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
5 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
6 forms, and direct representation in administrative hearings, including administrative hearings in front of
7 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
8 who provide assistance, along with experienced employment law attorney volunteers. These services
9 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
10 and continuing through today under CPB.

11 26. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
12 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
13 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
14 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
15 workers and advises them as to the available legal remedies. In addition to individual counseling on
16 employment issues, the CFWR educates workers, unions, and community members about workplace
17 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

18 27. The CFWR provides limited representation for low-wage workers in wage claims before
19 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety
20 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
21 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
22 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
23 CFWR helps workers navigate the wage claim process before the California Labor Commissioner
24 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
25 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
26 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
27 respect to those wage claims.

28. I believe the services provided by CPB and the CFWR promote the law consistent with the objective of wage and hour class actions in general and in this case specifically.

29. I have spoken with every other attorney at my firm to determine whether they have any relationship with either of the proposed *cy pres* beneficiaries.

30. I have volunteered for both organizations numerous times over the past several years, either directly in the advice clinics or by presenting seminars on wage and hour laws for law students seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB's advisory committee. These organizations are non-profits that assist low-income workers throughout California, giving free legal advice regarding employment law issues and representing employees with wage claims before the California Labor Commissioner. I have witnessed firsthand the quality service and attention these entities provide to individuals in need of employment law advice and representation at the California Labor Commissioner.

31. Galen T. Shimoda has volunteered for both organizations on and off over the past several years through either presenting wage and hour seminars to law students who staff the free advice clinics or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer work with either organization since approximately March 2020. Mr. Shimoda has never received payment or compensation of any kind in connection with any work he's done with either of the proposed *cy pres* beneficiaries. Renald Konini has never done any work, volunteer or otherwise with Capital Pro Bono, Inc. or the Center For Workers' Rights. Neither my firm, myself, Mr. Konini, Ms. Berzin, nor Mr. Shimoda have ever received any compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries or in connection with any of the volunteer work we have done with the organizations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 7, 2025, in Sacramento, California.


Justin P. Rodriguez

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Attorneys for Plaintiff CECILIA LOMELI
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

CECILIA LOMELI, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

KPB IMMIGRATION LAW FIRM PC, a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 23CV001689

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 22*

CLASS ACTION

**DECLARATION OF CECILIA LOMELI IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-01689-001

Date: January 31, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: May 15, 2023

FAC Filed: March 26, 2024

Trial Date: None Set

1 I, Cecilia Lomeli, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of
4 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant KPB Immigration Law Firm PC ("Defendant") from
6 approximately December 9, 2019, to December 6, 2022, as a non-exempt employee. I was subject to all
7 of Defendant's policies and practices that have been alleged as unlawful in the Complaint and the notice
8 sent to the Labor and Workforce Development Agency ("LWDA"), including the following: failure to
9 pay overtime, failure to pay minimum wages, failure to provide accurate wage statements, failure to
10 timely pay final wages, failure to provide meal and rest periods or pay premiums in lieu thereof, failure
11 to reimburse expenses, and violation of Labor Code section 558.

12 3. I have actively participated in the litigation of this case for the benefit of all Class
13 Members. Prior to obtaining an attorney, I contacted several law offices and researched potential
14 attorneys to bring the claims. I wanted to make sure I the law firm chosen to bring the claims had
15 attorneys with experience and skill in bringing those types of claims. I also researched the typical issues
16 raised when litigating the potential claims. I wanted to make sure I could have an informed discussion
17 with an attorney about the claims and have a better idea of what to expect moving forward in litigation
18 and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC, I continued to be
19 actively involved in the case to help ensure a positive outcome. I began working with Shimoda &
20 Rodriguez Law, PC, to investigate the claims on December 7, 2022, discussing the facts of the case,
21 showing and explaining the context behind the documents I had to support the claims, and discussing
22 potential witnesses to corroborate the information I was providing.

23 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
24 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
25 PAGA action meant that it would take substantially longer than pursuing my claims individually,
26 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the
27 end, but I believed it was important to make sure that Defendant followed the law for everyone. I
28 undertook a professional and financial risk in pursuing the case as a class and PAGA action because my

1 name would be on a publicly available document showing that I had sued a former employer at a time
2 when I was unemployed and searching for a new job and, if unsuccessful in bringing the claims, I would
3 be obligated to pay Defendant's costs incurred over the course of this complex litigation. My
4 understanding is that this is a substantial risk because the costs associated with litigation, in general, are
5 very high and this cost is multiplied many times over in complex litigation like class actions.

6 5. During the course of this litigation, I have given detailed accounts of all the facts related
7 to my employment. I provided my attorneys with extensive documentation that I believe supported the
8 claims brought against Defendant. I met with and assisted my attorneys in understanding these
9 documents and providing context for Defendant's payroll process as it applied to me and how I believed
10 it applied to Defendant's other employees within the class. I worked at multiple office locations, so I
11 was able to discuss the similarities of the wage and hour policies and practices among all Class
12 Members.

13 6. The work I performed for this case included an extensive review of documents and
14 payroll practices to show and explain to my attorneys what was happening and why I thought it was
15 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
16 and work performed in a typical day and any circumstances that would cause relevant differences to my
17 daily work that affected the class claims. We reviewed payroll and personnel file documents to see
18 whether and how any of the documents corroborated the validity of the claims and listed potential
19 witnesses related to any issues raised by the documents. Additionally, I helped review and explain to
20 my attorney's different policies, meal and rest period policies, and Defendant's practices of such
21 policies. I believe this was very important as it helped not only the claims of failure to pay minimum
22 wages, failure to pay overtime, and failure to provide meal and rest periods, failure to pay
23 reimbursement for the use of personal cell phones, computers, printers, but also claims related to waiting
24 time penalties and failure to provide accurate wage statements. This addressed all the claims alleged
25 and we continued to discuss and review these items throughout the case as more information was
26 provided by Defendant. The review became even more detailed when reviewing and discussing the
27 payroll data sample that was produced as part of informal discovery for mediation. I also spent a
28

1 substantial amount of time working to identify potential witnesses and speaking to others who could be
2 interviewed by my attorneys and provide declarations.

3 7. I participated in the negotiations and settlement discussions in this case, including
4 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
5 additional information needed to assist the negotiations, and discussing the potential terms of the
6 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
7 when I needed clarification about various aspects of this case to make sure steps were continually taken
8 to advance the interests of Class Members. I have reviewed the final Joint Stipulation of Class Action
9 and PAGA Settlement and Release, discussed the terms with my attorneys, and asked my attorneys any
10 questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the
11 facts of the case.

12 8. To date, I estimate that I have spent approximately 130-150 hours assisting my attorneys
13 in litigating this case. I expect that the amount of time I spend on this case will increase if preliminary
14 approval is granted because Class Members will likely reach out to me about the Settlement, the Notice
15 of Settlement, and the process for receiving payment.

16 9. I have not received any benefits as a result of filing this lawsuit. However, I believe I
17 have experienced several substantial burdens as a result of filing this lawsuit that other Class Members
18 were not subject to. As noted above, I took on the professional risk of lengthening my unemployment
19 after working for Defendant because future employers were able to see, from publicly available
20 documents, that I sued my former employer. Additionally, I undertook the risk of having to pay
21 Defendant's litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial
22 amount of time in this case, securing a monetary benefit for many individuals who have not had to do
23 anything whatsoever to have the opportunity to receive it. After I eventually secured another job, the
24 time I have spent on this case has had to occur during my lunch and/or break times, after hours, and on
25 my days off. Rather than spend this time with friends and family, I have spent this time for the benefit
26 of Class Members. Also, I experienced a great deal of stress and anxiety due to the litigation in this
27 case. Finally, as part of the Settlement, I am the only individual providing a general release of all my
28 individual claims and waiving the protections of California Civil Code section 1542 for unknown

1 claims. No other Class Member is subject to such a broad release. I believe awarding the full
2 Enhancement Payment is warranted given the time I have spent on the case, the benefit secured for Class
3 Members and the LWDA, my general waiver of all claims beyond the more limited release Class
4 Members are subject to, and the risks and burdens I have experienced as a result of this litigation.

5 10. I understand that any Enhancement Payment I may receive is for my participation as a
6 Class Representative and it is not contingent on my support or approval of the Agreement.

7 11. I have no interest in the designated *cy pres* beneficiaries, Capital Pro Bono, Inc., and the
8 Center for Workers' Rights, whether financial, in their governance, or otherwise.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed on 01/06/2025 in Sacramento, California.

11
12 *Cecilia Lomeli*
Cecilia Lomeli (Jan 6, 2025 22:19 PST)

13 Cecilia Lomeli
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Attorneys for Plaintiff CECILIA LOMELI
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

CECILIA LOMELI, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

KPB IMMIGRATION LAW FIRM PC, a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 23CV001689

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 22*

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-01689-001

Date: January 31, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: May 15, 2023

FAC Filed: March 26, 2024

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	ILYM Group, Inc., Bid
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: January 7, 2025

Shimoda & Rodriguez Law, PC

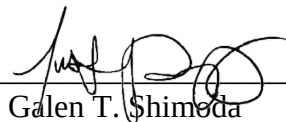
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

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Attorneys for KPB IMMIGRATION LAW FIRM PC

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CECILIA LOMELI, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

KPB IMMIGRATION LAW FIRM PC, a
California Corporation ; and DOES 1 to 100,
inclusive,

Defendant.

Case No.: 23CV001689

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: May 15, 2023
FAC Filed: March 26, 2024
Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Cecilia Lomeli (“Plaintiff”), on behalf of herself, the Labor and
3 Workforce Development Agency, Class Members, and Aggrieved Employees and Defendant KPB
4 Immigration Law Firm PC, (“Defendant”). This Agreement is subject to the terms and conditions set forth
5 below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the above stated lawsuit, *Lomeli v. KPB Immigration Law Firm PC*,
9 Sacramento County Superior Court, Case No. 23CV001689, filed May 15, 2023.

10 1.2 “Aggrieved Employee(s)” means all employees who have worked, or continue to work, for
11 Defendant and/or its predecessor entity in California as non-exempt employees, including any employees
12 working as a legal assistant and/or case manager (whether classified as exempt or non-exempt) from May
13 12, 2022, up to either (1) the Preliminary Approval Date, or (2) August 17, 2024, whichever is earlier. The
14 estimated number of Aggrieved Employees is 69 as of June 1, 2024.

15 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
16 Regarding Class Action and PAGA Settlement and Release.

17 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
18 Shimoda & Rodriguez Law, PC.

19 1.5 “Class Member(s)” means all employees who have worked, or continue to work, for
20 Defendant and/or its predecessor entity in California as non-exempt employees, including any employees
21 working as a legal assistant and/or case manager (whether classified as exempt or non-exempt) from May
22 15, 2019, up to either (1) the Preliminary Approval Date, or (2) August 17, 2024, whichever is earlier. The
23 estimated number of Class Members is 112 as of June 1, 2024.

24 1.6 “Class Period” means May 15, 2019, up to either (1) the Preliminary Approval Date, or (2)
25 August 17, 2024, whichever is earlier.

26 1.7 “Class Representative” means Plaintiff Cecilia Lomeli.

27 1.8 “Complaint” means the operative Complaint on file in the Action with the Court.

28 1.9 “Court” means the Sacramento County Superior Court.

1 1.10 “Defendant” means KPB Immigration Law Firm PC.

2 1.11 “Defendant’s Counsel” means Jamie N. Stein and Chancellor D. Nobles of LightGabler
3 LLP.

4 1.12 “Enhancement Payment” means the amount approved by the Court to be paid to the Class
5 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
6 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
7 Representative as a Participating Class Member.

8 1.13 “Effective Date” means the Final Approval Date unless there is a timely objection lodged
9 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
10 after a signed order approving this settlement has been filed provided no appellate proceeding having been
11 filed, or has been filed and withdrawn; or (b) seventh (7th) calendar day after any appellate proceeding
12 opposing the settlement has been finally dismissed with no material change to the terms of this settlement
13 and there is no right to pursue further remedies or relief, whichever is later.

14 1.14 “Final Approval Date” means the date a signed order granting final approval of this
15 Agreement is filed with the Court.

16 1.15 “Gross Settlement Amount” is the sum of One Hundred Seventy Seven Thousand And Five
17 Hundred Dollars (\$177,500).

18 1.16 “Individual Settlement Amount” means an individual Class Member’s and Aggrieved
19 Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
20 Sections 1.18, 1.22, 5.5, and 5.8.

21 1.17 “LWDA” means the California Labor and Workforce Development Agency.

22 1.18 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
23 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s
24 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
25 Payment to the Class Representative.

26 1.19 “Notice of Settlement” means the document substantially in the form attached hereto as
27 Exhibit 1.

1 1.20 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of
2 Settlement to Class Members and Aggrieved Employees.

3 1.21 “PAGA” means Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et*
4 *seq.*

5 1.22 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
6 resolving claims under PAGA.

7 1.23 “PAGA Claim Period” means from May 12, 2022, up to (1) the day of preliminary approval
8 or (2) August 17, 2024, whichever is earlier.

9 1.24 “Parties” means Defendant and Plaintiff, collectively.

10 1.25 “Participating Class Member” means any and all Class Members who have not made any
11 timely request to opt-out of the Agreement.

12 1.26 “Preliminary Approval Date” means the date a signed order granting preliminary approval
13 of this Agreement is filed with the Court.

14 1.27 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
15 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
16 under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall
17 remain the property of Defendant until the payments required under the Agreement are made.

18 1.28 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
19 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
20 Members, workweeks shall be defined as the total length of service (in days) in California during the Class
21 Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of
22 service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class
23 Member’s and/or Aggrieved Employee’s workweeks and a determination as to whether a Class Member
24 and/or Aggrieved Employee was actively employed in California in a particular workweek shall be
25 construed from Defendant’s records.

26 1.29 “Released Class Claims” means any and all claims that are alleged in the Complaint, and
27 any additional wage and hour claims that could have been brought based on the facts alleged in the
28 Complaint, through the Class Period, including, but not limited to, a) failure to pay overtime wages, b)

1 failure to pay minimum wages, c) failure to provide meal periods or pay premiums in lieu thereof, d) failure
2 to provide rest periods or pay premiums in leu thereof, e) failure to provide accurate wage statements, f)
3 failure to pay final wages, g) failure to pay reimbursements for business expenses, h) failure to maintain
4 accurate records, and i) claims for unfair competition and/or under the Industrial Welfare Commission
5 Wage Orders based thereon. This release expressly includes all claims that could have been raised
6 regarding the alleged misclassification of Class Members as salaried exempt based on the facts alleged.
7 This release excludes the release of claims not permitted by law. The Released Class Claims exclude
8 claims for workers' compensation or unemployment insurance benefits. This release will cover all Class
9 Members who do not opt out.

10 1.30 "Released PAGA Claims" means any and all claims that were brought under the Private
11 Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's notice letter to the LWDA and
12 any additional wage and hour PAGA claims that could have been brought based on the facts alleged in
13 Plaintiff's notice letter to the LWDA during the PAGA Claim Period, including, but not limited to, a)
14 failure to pay overtime wages, b) failure to pay minimum wages, c) failure to provide meal periods or pay
15 premiums in lieu thereof, d) failure to provide rest periods or pay premiums in leu thereof, e) failure to
16 provide accurate wage statements, f) failure to pay final wages, g) failure to pay reimbursements for
17 business expenses, and h) failure to maintain accurate records. This release expressly includes all claims
18 that could have been raised regarding the alleged misclassification of Aggrieved Employees based on the
19 facts alleged. Aggrieved Employees cannot opt out of this waiver of claims.

20 1.31 "Released Parties" means Defendant, as well as Defendant's current and former owners,
21 partners, officers, shareholders, directors, agents, employees, attorneys, and insurers, as well as the current
22 and former owners, officers, shareholders, directors, agents, employees, attorneys and insurers of its
23 predecessor entity.

24 1.32 "Settlement Administrator" means and refers to ILYM Group, Inc., the third-party entity
25 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator
26 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The
27 Parties each represent that they do not have any financial interest in the Settlement Administrator.
28

1.33 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Class Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class Members and/or Aggrieved Employees, Class Counsel, and Defendant’s Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

2. DESCRIPTION OF THE LITIGATION

2.1 On or about May 12, 2023, Plaintiff sent notice to the LWDA to exhaust administrative remedies under the PAGA for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof, (5) Failure to Provide Accurate Wage statements, (6) Failure to Pay Final Wages, (7) Failure to Pay Reimbursement for Expenses, (8) Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), and (9) Failure To Maintain Accurate Wage Records. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff became authorized to act as a Private Attorneys General on all alleged PAGA claims.

2.2 On or about May 15, 2023, Plaintiff filed a class action Complaint in Sacramento County Superior Court on behalf of herself and Class Members alleging claims for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums in Lieu

1 Thereof, (4) Failure to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Wage Statement
2 Violations, (6) Failure to Pay Final Wages, (7) Failure to Reimburse Expenses, and (8) Unfair Competition.
3 On September 20, 2023, Plaintiff filed a separate lawsuit asserting a single cause of action under the PAGA
4 in Sacramento County Superior Court on behalf of herself and PAGA Members based on the violations
5 alleged in the May 12, 2023 notice to the LWDA. Plaintiff filed a First Amended Complaint on
6 approximately March 26, 2024, consolidating all allegations and claims from the separate PAGA lawsuit
7 into this Action, adding a PAGA cause of action based on the violations alleged in the May 12, 2023 notice
8 to the LWDA on behalf of herself and Aggrieved Employees. On April 10, 2024, Plaintiff dismissed
9 without prejudice the separate PAGA lawsuit that was filed on September 20, 2023.

10 2.3 Through informal discovery, Defendant and Defendant's Counsel provided Class Counsel
11 with copies of all applicable versions of its policies and procedures, employee handbooks, information on
12 Class Members including, but not limited to, Class Members' workweeks, dates of employment, total
13 number of Class Members, their rates of pay, and pay periods as well as timecard data and payroll reports
14 for a randomly selected sample of Class Members.

15 2.4 After Class Counsel received the data, the Parties engaged in informal settlement
16 negotiations, but were not able to come to a resolution. On June 18, 2024, the Parties participated in a
17 lengthy mediation with private mediator Craig J. Ackerman, an experienced mediator in class and PAGA
18 cases. At the conclusion of the mediation, the Parties were able to come to a resolution. At all times, the
19 Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

20 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
21 productions, extensive legal analysis, the provision of information by Defendant to Plaintiff and the
22 detailed analysis of the records, including expert analysis, have permitted each side to assess the relative
23 merits of the claims and the defenses to those claims.

24 2.6 In the Action, Plaintiff contends that Defendant violated California law by 1) Defendant
25 required Plaintiff and similarly situated employees to assist other employees and respond to clients after
26 working hours but failed to pay Plaintiff and similarly situated employees for working off the clock during
27 such hours, 2) Defendant failed to pay Plaintiff and similarly situated employees for all overtime hours
28 worked because Defendant's policy would not pay overtime for employees who had not asked for

1 permission to work overtime at least 24 hours in advance and 48 hours in advance of the pay period, 3)
2 Defendant's Human Resources employee would change the hours in the timecards to remove overtime
3 hours worked for Plaintiff and similarly situated employees, 4) Defendant misclassified Plaintiff and
4 similarly situated employees as salary exempt after Defendant and similarly situated employees had worked
5 in the same positions and performed the same non-exempt tasks for more than 50% of the time in order to
6 not pay Plaintiff and similarly situated employees overtime, 5) Defendant failed to provide Plaintiff and
7 similarly situated employees with compliant uninterrupted meal and rest periods, 6) Defendant stopped
8 keeping records of Plaintiff's and similarly situated employees' hours worked and meal periods after
9 misclassifying Plaintiff and similarly situated employees, 7) Defendant required Plaintiff and similarly
10 situated employees to use their personal cell phones for work purposes and communicated to clients but
11 did failed to reimburse Plaintiff and similarly situated employees for the use of their cell phones for work
12 purposes, 8) Defendant failed to reimburse Plaintiff and similarly situated employees during the COVID
13 pandemic for using their own paper, ink, printers and cell phones for work purposes, and 9) Defendant
14 failed to pay employees for all hours worked by unlawfully rounding employees' hours where it had the
15 ability to track all actual hours worked and ultimately rounded hours worked in a way that systematically
16 benefited Defendant. Defendant denies each of Plaintiff's claims and allegations in the PAGA notice and
17 all Complaints filed in the Action and contends that this Action is not suitable for class certification or
18 representative treatment for anything other than settlement purposes. Nothing in this Agreement is intended
19 or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant
20 bears any liability to Plaintiff, the Class Members or the Nothing in this Agreement is intended or will be
21 construed as an admission by Defendant that the claims in the Action have merit or that Defendant bears
22 any liability to Plaintiff, the Settlement Class Members or the Aggrieved Employees on those claims or
23 any other claims. Aggrieved Employees on those claims or any other claims. The agreed upon Gross
24 Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the
25 underlying claims and the class data supporting these claims. The Parties, with the assistance of the
26 mediator, also assessed appropriate discounts to the potential liability based on Defendant's factual and
27 legal contentions and defenses.

1 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
2 and the information exchanged to date, are more than sufficient to assess the merits of the respective
3 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
4 Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled in a
5 manner and upon such terms and conditions set forth herein in order to avoid further expense,
6 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
7 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
8 Plaintiff, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the
9 consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
10 circumstances.

11 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

12 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
13 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
14 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
15 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
16 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
17 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
18 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
19 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
20 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
21 evidence that may be applicable.

22 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
23 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
24 has agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
25 the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to
26 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
27 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
28 any and all other potential defenses or privileges.

1 **4. SCOPE OF THE CLASS**

2 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
3 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
4 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
5 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in
6 Section 7.5.1.

7 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
8 this Agreement.

9 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
10 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
11 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
12 data request to the Settlement Administrator. The data request must contain all of the following
13 information: (a) the full name and, if applicable, Social Security Number of the individual making the
14 request; (b) the name used by such employee as of the time his or her employment with Defendant ended;
15 (c) the individual's dates of employment with Defendant; and (d) a return address to which a response may
16 be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
17 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
18 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
19 more than two business days) transmit the data requests to Defendant's Counsel and request that Defendant
20 review its records.

21 4.4 If Defendant agrees that the person listed in a data request is a Class Member and/or
22 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
23 person who submitted the data request, at the address designated for that purpose in the data request. All
24 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
25 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
26 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved
27 Employee for all other purposes.
28

1 4.5 If Defendant does not agree that the person listed in a data request is a Class Member and/or
2 Aggrieved Employee, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute in
3 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
4 dispute. Defendant's records shall control unless the individual submitting the data request provides
5 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendant's
6 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The
7 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
8 the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)
9 calendar days after Defendant's Counsel and Class Counsel submit the dispute to the Settlement
10 Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject
11 to Court review.

12 **5. TERMS OF THE SETTLEMENT**

13 The Parties agree as follows:

14 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
15 Section 6, Defendant shall pay the Gross Settlement Amount (\$177,500). Prior to the disbursement of any
16 funds, the Settlement Administrator will provide a disbursement summary of the calculations for the
17 payments described above for review and approval by Class Counsel and Defense Counsel. Approval of
18 the disbursement summary and calculations by Class Counsel and Defense Counsel as well as funding of
19 the Gross Settlement Amount shall occur within 21 calendar days after the Effective Date to be held in
20 trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to
21 Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses
22 related to the Action incurred to date, as well as all such fees and costs incurred in documenting the
23 Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final
24 approval of the Agreement, the Enhancement Payment to the Class Representative and the PAGA Payment.
25 Any monies necessary to satisfy Defendant's tax obligations (*e.g.* employer FICA, FUTA and SDI
26 contributions on wage payments) on any monies distributed to Participating Class Members will be paid
27 in addition to the Gross Settlement Amount.

1 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
2 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has
3 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
4 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
5 exceed \$10,000, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not
6 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
7 exceed the \$10,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099
8 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
9 the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
10 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
11 a pro rata basis.

12 5.3 Deadline for Cashing Settlement Checks: Participating Class Members and Aggrieved
13 Employees shall have one hundred eighty (180) calendar days after mailing by the Settlement
14 Administrator to cash their settlement checks. If any Participating Class Member or Aggrieved Employee's
15 check is not cashed within that period, the check will be void and a stop-payment will be issued. All
16 unclaimed funds shall be distributed pursuant to Section 5.7. The release will be binding upon all
17 Participating Class Members who do not cash their checks within the 180-day period. In the event that any
18 settlement check is returned to the Settlement Administrator within one hundred eighty (180) days of
19 mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned
20 settlement check, perform a skip trace to locate the individual. If a new address is located by these means,
21 the Settlement Administrator will have ten (10) business days to re-issue the check and will notify Defense
22 Counsel and Class Counsel that a re-issued check has been sent. Neither Defendant, Defense Counsel,
23 Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen
24 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement
25 checks. Without limiting the foregoing, in the event a Participating Class Member notifies the Settlement
26 Administrator that they believe that a settlement check has been lost or stolen, the Settlement Administrator
27 shall immediately stop payment on such check. If the check in question has not been negotiated prior to
28 the stop payment order, the Settlement Administrator will issue a replacement check.

1 5.4 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
2 Gross Settlement Amount and shall not exceed \$8,500. The difference between any actual costs and the
3 allocated \$8,500 shall be added to the Net Settlement Amount to be distributed to Participating Class
4 Members on a pro rata basis.

5 5.5 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
6 an Enhancement Payment to the Class Representative in an amount not to exceed Ten Thousand Dollars
7 (\$10,000) to compensate for the risks, time, and expense of her involvement in the Action and securing the
8 benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the Individual
9 Settlement Amount Plaintiff would otherwise be due under the Agreement as a Participating Class Member.
10 Defendant has agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so
11 long as it does not exceed the amount stated herein. The Enhancement Payment will be designated as a
12 non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than
13 the Enhancement Payment amount requested, then any portion of the requested amount not awarded to the
14 Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class
15 Members on a pro rata basis.

16 5.6 PAGA Payment: Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount
17 shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment
18 will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro
19 rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated
20 PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class
21 Members on a pro rata basis.

22 5.7 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
23 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
24 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
25 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
26 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

27 5.8 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
28 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in

1 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
2 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to
3 any new or additional compensation or benefits under any company bonus or other compensation or benefit
4 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
5 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
6 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
7 Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Participating
8 Class Members and Aggrieved Employees in connection with this Agreement (notwithstanding any
9 contrary language or agreement in any benefit or compensation plan document that might have been in
10 effect during the period covered by this Agreement).

11 5.9 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
12 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
13 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
14 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
15 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
16 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
17 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the
18 Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members
19 under this formula who timely opt out of the Settlement will be redistributed to Participating Class
20 Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing
21 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all
22 Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to
23 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved
24 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total
25 Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all
26 Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25%
27 portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

1 5.10 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
2 Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed
3 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
4 on the amounts paid to Participating Class Members as wages as well as calculating all required
5 withholdings and deductions from said wage payments. The characterization of Individual Settlement
6 Amounts to Participating Class Members and Aggrieved Employees are as follows:

7 5.10.1 One Third (1/3) of each Participating Class Members' share of the Net Settlement
8 Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes.
9 Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual
10 Settlement Amount.

11 5.10.2 Two/Thirds (2/3) of each Participating Class Members' share of the Net Settlement
12 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted
13 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
14 which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this
15 payment shall be divided equally among the 1099-MISC and 1099-INT designations.

16 5.10.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
17 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
18 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
19 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

20 5.11 Participating Class Members and Aggrieved Employees shall be solely responsible for the
21 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
22 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendant's
23 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
24 including the treatment of such payments as not subject to withholding or deduction for payroll and
25 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
26 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
27 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
28 Representative, the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or

PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax implications of any provision of this Agreement.

5.12 No Additional Contribution by Defendant: Defendant's monetary obligation under this Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is deemed null and void as described in Section 3 because the Court, in its independent determination, finds that the Agreement does not meet the standards for settlement approval, then Defendant and Plaintiff shall be equally responsible for the costs of the Settlement Administrator incurred between the date the Agreement was executed and the date of such event.

5.13 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.14 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and Aggrieved Employees.

6. RELEASE

6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all Participating Class Members will be deemed to fully, finally and forever release, for themselves and for their respective agents, spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, predecessors, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, the Released Class Claims as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their successors in interest will be permanently enjoined and forever barred from prosecuting any of Released Class Claims against any of the Released Parties. Each Class Member will be deemed to have made the foregoing Release as if by manually signing it.

1 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
2 Employees will be deemed to fully, finally and forever release for themselves and for their respective
3 agents, spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs,
4 predecessors, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
5 conservators, guardians, assigns, and representatives, the Released PAGA Claims as to all Released
6 Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in interest will
7 be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against
8 any of the Released Parties. Each Aggrieved Employee and the LWDA will be deemed to have made the
9 foregoing Release as if by manually signing it.

10 6.3 Release by Plaintiff: As a material inducement to Defendant to enter into this Settlement
11 Agreement, in addition to Plaintiff's release of the Released Class Claims and Released PAGA Claims,
12 Upon the Effective Date, Plaintiff will, for herself and for her respective agents, spouses, domestic partners,
13 marital community, children, estates, trusts, attorneys, heirs, predecessors, successors, beneficiaries,
14 devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and
15 representatives, forever completely release and discharge the Released Parties from any and all charges,
16 complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies, damages,
17 actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including for back
18 wages, meal and rest break premium pay, statutory penalties, civil penalties, liquidated damages,
19 exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of
20 time through the execution of this Settlement Agreement, whether known or unknown, suspected or
21 unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or
22 relating to Class Representative's employment with Defendant or the remuneration for or termination of
23 such employment (collectively, the "Class Representative's Claims").

24 6.4 Further Enumerated Release by Plaintiff: Without limiting the generality of the foregoing
25 Release by Plaintiff, Plaintiff also expressly releases all claims or rights against Released Parties arising
26 out of or relating to alleged violations of any contracts, express or implied (including but not limited to any
27 contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any
28 tort, including but not limited to, negligence, fraud, misrepresentation and violation of California Labor

Code Section 970, negligent infliction of emotional distress, intentional infliction of emotional distress, defamation, “retaliation” claims and claims for violation of public policy, any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged “off the clock” work under federal and state law, including, but not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Code Section 203, damages, or penalties pursuant to California Labor Code Section 226, meal period and rest break payments and penalties pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Section 210, failure to indemnify for business expenses pursuant to Labor Code Section 2802, failure to provide one day of rest in seven pursuant to California Labor Code Sections 551 and 552, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200, *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs, including those pursuant to California Labor Code Section 1194 *et seq.*; and the alleged violation or breach of any other state or federal statute, rule, and or regulation or local ordinance; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs, or attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any “wrongful discharge,” “constructive discharge,” and “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on Defendant’s right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. Section 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. Section 209(d)(1) and California Labor Code Section 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. Section 12100, *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. Section 2601, *et seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code Section 12900, *et seq.* (discrimination or harassment in employment and/or

1 housing, including discrimination or harassment based on race, religious creed, color, national origin,
2 ancestry, disability, marital status, sex (including pregnancy), age, or any other protected characteristic,
3 including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal.
4 Government Code Section 12945.1, *et seq.* (family/medical leave); (8) California Labor Code, including
5 but not limited to, Section 1720 *et seq.*, or any Industrial Welfare Commission Wage Order; (9) Executive
6 Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive
7 Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap
8 discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement Income Security Act, 29
9 U.S.C. § 1000 *et seq.* (employee benefits); (14) the California Civil Code; (15) the California Labor Code;
10 (16) the California Constitution; (17) the National Labor Relations Act; (18) the Americans with
11 Disabilities Act of 1990; (19) the Occupational Safety and Health Act; (20) the Consolidated Omnibus
12 Budget Reconciliation Act of 1985; (21) the Worker Adjustment and Retraining Notification Act
13 (“WARN”); (22) the Employee Retirement Income Security Act of 1974; (23) the Rehabilitation Act of
14 1973; (23) the Internal Revenue Code of 1986, as amended; (24) the California Government Code; (25)
15 the California Constitution; (26) the Families First Coronavirus Response Act; (27) the California Healthy
16 Workplace Healthy Family Act; and (28) any other federal, state, or local statute or legislation. Further,
17 Plaintiff agrees to the fullest extent permitted by law, that other than this Action, Plaintiff will not pursue
18 any putative class action, collective action, or representative action against the Released Parties, or any of
19 them, and that if such action is filed by any other person, Plaintiff will withdraw as a participant.

20 6.5 Plaintiff’s Civil Code Section 1542 Waiver: Upon the Effective Date, Plaintiff expressly
21 waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of
22 California and does so understanding and acknowledging the significance of the waiver of Section 1542.
23 Section 1542 of the Civil Code of the State of California states:

24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
25 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
26 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
27 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
28

1 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
2 **PARTY.**

3 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
4 complete release and discharge of all Released Parties, Plaintiff, and Class Counsel expressly acknowledge
5 that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiff
6 knew of, as well as all claims that they do not know or suspect to exist in their favor against the Released
7 Parties, or any of them, for the time period from the beginning of time to the execution of this Agreement,
8 and that this Agreement contemplates the extinguishment of any and all such Plaintiff's claims.

9 6.6 Upon the Effective Date, Plaintiff and Defendant will be deemed to fully, finally and forever
10 release all claims arising from, that could have been asserted, or related in any way, to Plaintiff's
11 employment with Defendant and/or its predecessor entities, under federal, state, or local laws, and/or
12 ordinances, or tort or contract theories, whether known or unknown, and whether anticipated or
13 unanticipated, including without limitation, statutory, constitutional, contractual or common law claims for
14 lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages, unpaid costs,
15 penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other
16 relief or claims. This release shall also be binding on the Parties' heirs, agents, assigns, officers,
17 shareholders, directors, or others that may attempt to assert any of the released claims on the Parties behalf.
18 This release shall only exclude claims that cannot be released as a matter of law. With respect to this
19 general release of the Parties' individual claims, they also agree to waive the protections of California Civil
20 Procedure Code section 1542, which provides as follows:

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

24 **7. SETTLEMENT ADMINISTRATION**

25 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
26 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are
27 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
28 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate

any individual Class Members and Aggrieved Employee whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members; 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendant's Counsel) from Class Members or Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class Counsel, Defendant's Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all

1 necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government
2 authorities. All disputes relating to the Settlement Administrator's ability and need to perform its duties
3 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and
4 conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been
5 fully executed.

6 7.2 Notice to Class Members and Aggrieved Employees: Defendant represents and warrants
7 that Class Members and Aggrieved Employees are able to read and write in English such that no translation
8 of the Notice of Settlement into another language is necessary. The Notice of Settlement will provide Class
9 Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how
10 to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying
11 Workweeks, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class
12 Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed
13 attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Settlement
14 Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class, the nature and
15 extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for
16 attorneys' fees and costs. The Notice of Settlement shall include information regarding Class Member's
17 and Aggrieved Employee's estimated Individual Settlement Amount. The Notice of Settlement will
18 provide information on how to access electronic copies online of the Notice of Settlement, any motions for
19 approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents
20 as the Court directs.

21 7.3 Class Member Data and Mailing: No later than twenty-one (21) calendar days after the
22 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the first and last
23 name, last known mailing address, last known telephone number, Social Security Number, start and end
24 date (if any) of employment of each Class Member and Aggrieved Employee, and any other information
25 the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
26 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying
27 Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days
28 after receipt of such address information, the Settlement Administrator will perform a national change of

1 address (“NCOA”) search, update the addresses per the results of the NCOA search, and then mail the
2 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved
3 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information
4 received from Defendant confidential to itself, and Defendant’s Counsel. However, Class Counsel shall
5 be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts
6 for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
7 identifying information is redacted and/or omitted.

8 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
9 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
10 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
11 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
12 attempt to determine a correct address using a skip-trace, computer or other search using the name, address
13 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
14 five (5) calendar days to any more recent address found as a result of the search. Following each search
15 that does not result in a corrected address, for those Class Members who appear to be current employees
16 of Defendant at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
17 Defendant’s Counsel for assistance and Defendant shall cooperate in good faith with the Settlement
18 Administrator’s reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
19 are active employees of Defendant. In the event the Notice of Settlement is forwarded to a new address
20 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
21 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
22 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
23 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
24 be bound by all terms of the Agreement, including the releases contained in Section 6.

25 7.5 Responses to Notice of Settlement:

26 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
27 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
28 request to opt-out must (a) state the Class Member’s full name and date of birth; (b) a statement that he or

1 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
2 excluded from the settlement; (c) identify the case name and number (*i.e. Lomeli v. KPB Immigration Law*
3 *Firm PC*, Case No. 23CV001689); (d) be signed; and (e) be post-marked no later than the conclusion of
4 the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally sign
5 the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members. The
6 date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether
7 a request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the
8 Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right
9 to object, appeal or comment thereon. The name of any Class Member who submits a valid and timely opt
10 out request will be specifically identified in any proposed order granting final approval. Class Members
11 who fail to submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and
12 any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts out of being a
13 Class Member, they will still receive their share of the PAGA Payment as Aggrieved Employees cannot
14 opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

15 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out, but who wishes
16 to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written
17 objection to the Settlement Administrator, who will promptly provide copies of the objection to Class
18 Counsel and Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only
19 approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a)
20 state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a
21 Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)
22 identify the case name and number (*i.e. Lomeli v. KPB Immigration Law Firm PC*, Case No. 23CV001689);
23 (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing
24 timeline stated in Section 7.4. Additionally, or in the alternative to sending a written objection to the
25 Settlement Administrator, any Class Member may appear at the final approval hearing to state their
26 objection.

1 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
2 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
3 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
4 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
5 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
6 business days) forward all such disputes to Defendant's Counsel and request that Defendant review the
7 dispute. Defendant's records shall presumptively control unless the Class Member can produce
8 documentation evidencing other periods of employment worked. If Defendant agrees with submitted
9 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
10 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
11 Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted information,
12 Defendant's Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
13 documentation submitted by the Class Member as part of the dispute. Defendant's Counsel and Class
14 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class
15 Counsel being advised of the dispute. Each dispute that Defendant's Counsel and Class Counsel cannot
16 timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

17 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
18 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
19 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the
20 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
21 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
22 letter, whichever is later.

23 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
24 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
25 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
26 Counsel or Defendant's Counsel to provide notice of the proposed Agreement.

27 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
28 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class

Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the statistics and responses of settlement administration to date and all the Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendant's Counsel. Defendant shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a QSF. Within seven (7) calendar days after Defendant fund the settlement, the Settlement Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment to Participating Class Members and/or Aggrieved Employees as required under this Agreement and approved by Court.

7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the Settlement Administrator with the pertinent taxpayer identification number and payment instructions after the Final Approval Date.

7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved Enhancement Payment to the Class Representative, care of Class Counsel unless another method is requested by Class Counsel.

7.8.3 Only Participating Class Members and Aggrieved Employees will receive their Individual Settlement Amount.

7.8.4 The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this

Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendant to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 21 calendar days after the Preliminary Approval Date
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Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendant
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 21 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

1 **9. DUTIES OF THE PARTIES**

2 9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed
3 motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this
4 Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class
5 action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of
6 any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may
7 be requested by the Court relating to, or that are otherwise necessary to the approval and implementation
8 of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement
9 purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to
10 the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final
11 approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the
12 Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments and/or
13 proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Class
14 Counsel. With regard to the final approval documents, a similar one-week maximum review and response
15 time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this
16 Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA
17 Settlement.

18 9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
19 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice
20 of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing
21 Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement
22 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
23 proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of
24 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
25 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
26 approved as fair, reasonable and adequate as to the Class Members.

27 9.1.2 Defendant shall not oppose Plaintiff's motion for approval of the proposed
28 Agreement.

1 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
2 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
3 appropriate to assure effective communication to individual Class Members of information about their
4 rights and obligations under this Agreement. This shall include Class Counsel providing Defense Counsel
5 with drafts of the Motion for Preliminary Approval, proposed Preliminary Approval Order, Motion for
6 Final Approval and proposed Final Approval Order and/or Judgment for review and comment within a
7 reasonable time before the aforementioned documents are filed or submitted to the Court. Class Counsel
8 and Defense Counsel will meet and confer regarding any proposed revisions to the foregoing documents
9 in advance of the documents being submitted to the Court.

10 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
11 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
12 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
13 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
14 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results
15 of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
16 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid
17 request to opt out during the Notice Period.

18 9.2.1 Class Counsel and Defendant shall work in good faith to draft a mutually agreeable
19 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The
20 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall
21 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable
22 and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an
23 Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award
24 of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement
25 Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and
26 enforcement of the terms of the Agreement and the Court's orders.

27 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
28 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:

1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, the Parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendant's Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendant may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within ten (10) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then Defendant shall be relieved of any obligation to pay the Gross Settlement Amount or any other obligations from the Settlement. If Defendant exercises this option, Defendant shall be solely responsible for Settlement Administrator Costs up to the date Defendant exercises its option. Defendant has represented that there are no more than 7,907 workweeks between May 15, 2019, to June 12, 2024. In the event the number of workweeks during this period is more than 8,697.7 (*i.e.*, greater than 10% more than 7,907), then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 7,907, multiplied by the workweek value. For example, if there were 11,900 workweeks represented to exist during the period between May

1 15, 2019, to June 12, 2024, but there are actually 15,000 workweeks in this period, and the actual
2 workweek value is \$5.00 per workweek, Defendant would have to increase the Gross Settlement Amount
3 by \$15,500.00 (15,000 workweeks – 11,900 workweeks = 3,100 workweeks x \$5.00/workweek).

4 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
5 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
6 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
7 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
8 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
9 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
10 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
11 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
12 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
13 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
14 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
15 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
17 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
18 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
19 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
20 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
21 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
22 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
23 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
24 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
25 THIS AGREEMENT.

26 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
28

any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Agreement.

10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by signing this Agreement Defendant is waiving any rights to appeal from the Court's approval of the settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein.

10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendant of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other person, and Defendant specifically disclaim any liability, culpability, negligence, or wrongdoing toward

1 Plaintiff, the Class Members, or any other person. Each of the Parties has entered into this Stipulation with
2 the intention to avoid further disputes and litigation.

3 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
4 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
5 third business day after mailing by United States certified mail, return receipt requested, addressed as
6 follows:

7 To Plaintiff and the Class:

8 Galen T. Shimoda, Justin P. Rodriguez and Renald Konini
9 Shimoda & Rodriguez Law, PC
10 9401 East Stockton Blvd., Suite 120
11 Elk Grove, CA 95624

12 To Defendant:

13 Jamie N. Stein
14 Chancellor D. Nobles
15 LightGabler LLP
16 760 Paseo Camarillo, Suite 300
17 Camarillo, CA 93010

18 10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
19 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
20 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
21 party or its counsel participated in the drafting of this Agreement.

22 10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
23 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover
24 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
25 as expressly provided in this Agreement.

26 10.12 No Modifications: This Agreement may be amended or modified only by a written
27 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
28 discharged except by performance in accordance with its terms.

10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms and to execute any other documents required to effectuate the terms of this
2 Agreement.

3 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
4 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
5 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
6 may be executed on behalf of all Class Members by the Class Representative.

7 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
8 undersigned. Plaintiff, Class Counsel, Defendant and Defendant's Counsel may execute this Agreement
9 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
10 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
11 and effect of originals.

12 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
13 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
14 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
15 and governed by, the substantive laws of the State of California without giving effect to that State's choice
16 of law principles.

17 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
18 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
19 this Agreement, or any provision thereof.

20 10.18 Publicity: Plaintiff and Class Counsel agree that they will not issue any press releases,
21 initiate any contact with the press, respond to any press inquiry, post any new material on any internet
22 websites, or have any communication with the press about the Lawsuit, and/or the fact, amount, or terms
23 of the Settlement. Plaintiff and Class Counsel will not initiate any contact with the Class Members or
24 anyone else about the Settlement, except as necessary to effectuate the Settlement and notice to Class
25 Members. Plaintiff, if contacted by a Settlement Class Member or Aggrieved Employee, may respond only
26 that the Settlement Class Member or Aggrieved Employee should contact Class Counsel. Nothing in this
27 paragraph shall prevent Class Counsel and Plaintiff from undertaking all required submissions to the
28 LWDA as required by the PAGA statute in connection with this Settlement. Class Counsel and Plaintiff

1 will also provide Defendant's Counsel with a copy of the papers submitted to the LWDA, either prior to or
2 on the same day as the submission to the LWDA.

3 10.19 No Retaliation or Discouragement: The Parties agree they will take no action that could be
4 construed as retaliation against any Class Members for participating or seeking to participate in this class
5 action settlement. The Parties will not discourage any class member from participating or seeking to
6 participate in this class action settlement. This is a material term of the Agreement and non-breaching
7 Parties will seek court intervention if this provision is breached.

8 10.20 Integrated Agreement: This Agreement sets forth the entire understanding between the
9 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
10 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
11 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
12 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
13 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

14 10.21 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
15 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

16 10.22 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
17 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
18 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

19 10.23 Waiver of Compliance: No waiver of any condition or covenant contained in this
20 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
21 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

22 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
23 attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 10/02/2024

Cecilia Lomeli

Cecilia Lomeli (Oct 2, 2024 09:08 PDT)

FOR Defendant:

Date: 10/04/2024

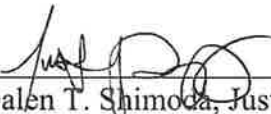


By: **Wilson Purves, Principal Attorney**
For KPB Immigration Law Firm PC

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 10-02-2024

By: 
Galen T. Shimoda, Justin P. Rodriguez and
Renald Konini
Attorney for Plaintiff and Aggrieved
Employees

APPROVED AS TO FORM

LIGHTGABLER LLP

Dated: 10/17/2024

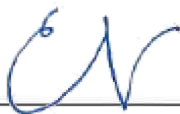
By: 
Jamie N. Stein
Chancellor D. Nobles
Attorney for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

CECILIA LOMELI, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

KPB IMMIGRATION LAW FIRM PC, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. 23CV001689

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All employees who have worked, or continue to work, for Defendant and/or its predecessor entity in California as non-exempt employees, including without limitation any employees working as a legal assistant and/or case manager (whether classified as exempt or non-exempt) from May 15, 2019, up to [REDACTED] (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Cecilia Lomeli (“Plaintiff” or “Class Representative”), and Defendant KPB Immigration Law Firm PC (“Defendant”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Class Member.” Defendant’s records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that participate and the total number of workweeks, should that change, as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY FURTHER NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On May 15, 2023, Plaintiff filed a Complaint against Defendant in the Sacramento County Superior Court of California on behalf of herself and Class Members. The term “Action” means this putative class action pending in Sacramento County Superior Court, Case No. 23CV001689. The Class Period is from May 15, 2019, up to [REDACTED] (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursement for expenses, and 8) failing to maintain accurate records. Plaintiff has also alleged that Defendant engaged in unfair competition and violated the Private Attorneys General Act (“PAGA”) based on these alleged violations.

Defendant denied all of Plaintiff’s allegations, and maintained that it paid all Class Members and Aggrieved Employees properly at all times. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions and the time and costs to litigate, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all

allegations and claims, and maintain it paid and pays its former and current employees in compliance with California law. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all employees who have worked, or continue to work, for Defendant and/or its predecessor entity in California as non-exempt employees, including any employees working as a legal assistant and/or case manager (whether classified as exempt or non-exempt), from May 12, 2022, up to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement and receive compensation, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement and receive their compensation, or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of One Hundred Seventy-Seven Thousand and Five Hundred Dollars (\$177,500) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney's fees not to exceed 35% of the Gross Settlement Amount, attorney's costs not to exceed \$10,000, Settlement Administrator Costs not to exceed \$8,500, an Enhancement Payment to the Class Representative of \$10,000, and \$20,000 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated, depending on whether the actual number of weeks worked by Participating Class Members (i.e., those who do not opt out of the Settlement), should that change, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the Class Members to submit a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. The PAGA Claim Period is defined as from May 12, 2022, up to [REDACTED]. Defendant's records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered

by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of any Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator and determined to be accurate after investigation of this evidence. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out, and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released [1.29 text].

Aggrieved Employees will be deemed to have released [1.30 text].

The individuals released ("Released Parties") include [1.31 text].

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and do not dispute the calculation of your workweek information a, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you believe your workweek calculation is inaccurate and you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member and receive payment equal to your share of the Net Settlement Amount payment, you may request to be excluded (i.e., "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (i.e. *Lomeli v. KPB Immigration Law Firm PC*, 23CV001689); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection,

you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement as to all Class Members. If the Court denies approval, no settlement payments will be sent out to any Class Members and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Lomeli v. KPB Immigration Law Firm PC*, 23CV001689); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 22, 720 9th Street, Sacramento, California 95814, on [REDACTED] at 9:00 a.m. ____, to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://saccourt-ca.gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID 16184738886. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Jamie N. Stein
Chancellor D. Nobles
LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Telephone: (805) 248-7208
Facsimile: (805) 248-7209
On behalf of Defendant

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]
BY ORDER OF THE COURT**

EXHIBIT B

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
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Elk Grove, CA 95624
Telephone: (916) 525-0716
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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

03/26/2024

By: Sarah Woltmon Deputy

Attorneys for Plaintiff CECILIA LOMELI on behalf of herself
and all similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CECILIA LOMELI, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

KPB IMMIGRATION LAW FIRM PC, a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 23CV001689

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Failure to Reimburse Expenses**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

Plaintiff CECILIA LOMELI ("Plaintiff"), on behalf of herself and all other similarly situated
employees, hereby files this First Amended Complaint against Defendants KPB IMMIGRATION
LAW FIRM PC, a California Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively
referred to as "Defendants"). On information and belief, Plaintiff allege the following:

1 **INTRODUCTION**

2 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
3 Plaintiff for failure to provide overtime wages, failure to provide minimum wages, meal and rest period
4 violations, wage statement violations, waiting time penalties, failure to reimburse expenses, and unfair
5 competition.

6 **JURISDICTION AND VENUE**

7 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
8 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
9 Labor Code, California Business and Professions Code, and Wage Order No. 4. Venue is proper
10 pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that wrongful acts and violations of law
11 asserted herein occurred within Sacramento County, and Defendants' obligation to pay wages and
12 comply with the California Labor Code provisions at issue were to be performed in, and arose in
13 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
14 (1984).

15 3. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
16 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
17 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
18 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
19 (“LWDA”) on approximately May 12, 2023. Plaintiff provided facts and legal basis for her claims
20 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
21 of action. Plaintiff also submitted the \$75.00 filing fee. The May 12, 2023, notice was also sent via
22 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
23 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
24 pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself
25 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
26 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).
27 Aggrieved Employees include, but is not limited to the following: all employees who have worked, or
28

1 continue to work, for Defendants in California as non-exempt employees, including misclassified,
2 salaried employees, from May 12, 2022 to the present.

3 **PARTIES**

4 4. CECILIA LOMELI is an individual over the age of eighteen (18) and is a resident of
5 the State of California.

6 5. On information and belief, Plaintiff alleges, KPB IMMIGRATION LAW FIRM PC,
7 is now and/or at all times mentioned in this Complaint was a California Corporation and the owner
8 and operator of an industry, business and/or facility doing business in the State of California.

9 6. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
10 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
11 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
12 names and capacities of these DOE Defendants when they are ascertained.

13 7. At all times mentioned herein, each Defendant was the agent or employee of each of the
14 other Defendants and was acting within the course and scope of such agency or employment. The
15 Defendants are jointly and severally liable to Plaintiff.

16 8. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
17 were members of and/or engaged in a joint employment, joint venture, partnership and common
18 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
19 joint venture, partnership and common enterprise.

20 9. Defendants, and each of them, now and/or at all times mentioned in this Complaint
21 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

22 10. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
23 wrongs, complaints, injuries and/or damages alleged in this Complaint.

24 **CLASS ALLEGATIONS**

25 11. Plaintiff brings the First through Eight Causes of Action on behalf of herself and all
26 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
27 The class which Plaintiff seeks to represent is composed of, and defined, as follows:
28

1 All employees who have worked, or continue to work, for Defendants in
2 California as non-exempt employees, including misclassified, salaried
3 employees, from May 15, 2019, to the present.

4 12. This action has been brought and may be properly maintained as a class action,
5 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
6 defined community of interests in the litigation and the proposed class is easily ascertainable.

7 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
8 is impracticable under the circumstances of this case. While the exact number of class
9 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
10 Defendants have employed as many as fifty (50) individuals falling within the above
11 stated class definition throughout the State of California during the applicable statute of
12 limitations, who were subjected to the policies and practices outlined in this Complaint.
13 As such, joinder of all members of the putative class is not practicable.

14 (b) Common Questions Predominate: Common questions of law and fact exist as to all
15 members of the putative class and predominate over questions that affect only individual
16 members of the class. These common questions of law and fact include, without
17 limitation, the following:

- 18 (1) Whether Defendants violated the law by not paying employees for all hours
19 worked;
- 20 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
21 class members were not paid all minimum and overtime wages owed;
- 22 (3) Whether Defendants violated the law by misclassifying employees as salary
23 exempt which led to employees not being paid for overtime, and meal and rest
24 breaks;
- 25 (4) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
26 class members were not authorized to take all meal and rest periods owed;
- 27 (5) Whether Defendant failed to reimburse Plaintiff and putative class members for
28 all necessary business expenses;

(6) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and

(7) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees and/or misclassified salaried employees who were not paid minimum and overtime wages, meal and rest period premiums, and reimbursement of expenses as a result of Defendants' policies and practices resulting in a failure to pay overtime wages, failure to pay minimum wages, meal period violations, rest period violations, and failure of paying reimbursement expenses. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously,

efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

13. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as though fully set forth herein.

15. Plaintiff was employed with Defendants from December 9, 2019, December 6, 2022. KPB Immigration Law Firm PC is an immigration law firm that provides immigration services with offices in San Francisco, Los Angeles, Santa Rosa, San Jose, Sacramento, Walnut Creek, Napa, and San Rafael, California. Prior to September 2020, KPB IMMIGRATION LAW FIRM PC was known as KEROSKY, PURVES, & BOUGE, LLP. When Plaintiff was hired, Defendants' name was KEROSKY, PURVES, & BOUGE, LLP. Plaintiff's job title was case manager. Initially, Plaintiff was paid hourly at a rate of \$26 per hour.

16. Plaintiff and similarly situated employees worked over eight (8) hours per day and over forty (40) hours per week. Plaintiff assisted three attorneys with day-to-day activities, which included two associate attorneys and the KPB Immigration Law Firm PC's manager and Chief Executive Officer, Wilson Purves. However, most of the time, Plaintiff assisted four associate attorneys with their day-to-day tasks. Defendants assigned approximately three hundred (300) cases to Plaintiff to work and assist on.

1 17. Plaintiff performed non-exempt duties more than 50% of the time, such as working as a
2 front desk receptionist by meeting walk in clients and taking phone calls from clients as well as potential
3 clients, scheduling appointments for attorney consultations and/or client meetings, translating documents
4 from Spanish to English, translating attorney client communications, talking to clients regarding the
5 status of their case or communicating attorney messages for clients, filling out immigration application
6 for clients as directed, scheduling immigration court hearings and/or confirming immigration hearings,
7 filing different legal documents with the immigration court, helping attorneys with filings and
8 formatting certain legal documents, travel to other offices to pick up client files or meet with clients,
9 acquiring signatures from clients for immigration legal documents and applications, acquiring and
10 processing payment from clients for Defendants' services, dropping off documents to clients or driving
11 to local post office to mail documents to clients, meeting and greeting clients, providing attorneys with
12 client applications for review, call immigration offices for status updates such as for pending
13 applications or cases, scheduling deadlines and filing required court or immigration documents by the
14 required deadlines, and setting up psychological evaluations for clients. Other similarly situated
15 employees performed the same tasks as Plaintiff for more than 50% of their total workday.

16 18. Plaintiff worked in a high volume, fast-paced environment where she had to talk to
17 clients and assist attorneys in meeting deadlines all the time. As a result, Plaintiff worked regularly off
18 the clock. Plaintiff is informed and believes that other similarly situated employees worked off the
19 clock as well. Clients and potential clients called after business hours and on weekends to talk about
20 their case and things that were needed in their case. Furthermore, attorneys and Defendants' staff would
21 contact Plaintiff and similarly situated employees after work regarding work issues or tasks. Sometimes,
22 attorneys would contact Plaintiff at 5:00 a.m., 6:00 a.m., or 11:00 p.m. at night with requests or
23 questions regarding cases. Attorneys and staff would contact Plaintiff via Google Chat App, work
24 email, or texts. Clients and potential clients would call or texts Plaintiff via different cell phone apps
25 such as WhatsApp. Sometimes, Plaintiff was also on call, taking phone calls from clients who had
26 emergencies such as deportations. Defendants were aware that Plaintiff and Aggrieved Employees
27 worked off the clock work because Defendants' staff and attorneys contacting Plaintiff after business
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1 hours regularly. Plaintiff worked approximately two (2) hours per week off the clock assisting attorneys
2 and talking to clients. Defendants did not pay Plaintiff and similarly situated employees for off-the-
3 clock work that they performed outside regular business hours.

4 19. Furthermore, Plaintiff and similarly situated employees worked overtime because of the
5 high volume of cases and the high demand of the job. However, Defendants required Plaintiff and
6 similarly situated employees to request authorization prior to working overtime. Defendants did not pay
7 overtime if it was not pre-authorized even where it was Plaintiff's and similarly situated employees'
8 supervisors contacting them and requiring the off-the-clock work to be performed. Plaintiff is informed
9 and believes that Defendant's Human Resources employee would change the hours in the timecards to
10 remove overtime hours worked. Plaintiff and similarly situated employees were not paid overtime for
11 all overtime hours worked. For example, Defendants denied paying Plaintiff overtime for hours worked
12 because Defendants claimed that Plaintiff did not receive approval for overtime. Defendants' overtime
13 policy states on page 66 of Defendants' Employee Handbook that "employees need to request overtime
14 at least 24 hours in advance and 48 hours in advance of the pay period." Plaintiff and similarly situated
15 employees were usually asked to finish tasks, deadlines, filings, or other important assignments on the
16 same day which made it impossible for them to request overtime 24 hours in advance, let alone 48
17 hours. Usually, associate attorneys would ask Plaintiff and similarly situated employees to finish certain
18 tasks which would require them to stay and work overtime. In some instances, Plaintiff would remind
19 associate attorneys that they needed to communicate let HR know that Plaintiff's overtime was
20 approved. However, many times, the associates would inform Plaintiff that they would ask another case
21 manager for help instead, resulting in Plaintiff working overtime which would not be authorized since
22 Plaintiff had already worked a certain amount of overtime before associates informed her of transferring
23 the task to someone else. Plaintiff worked approximately two (2) hours of unpaid overtime per week.
24 Defendants failed to pay Plaintiff and similarly situated employees for all overtime hours worked.

25 20. Defendants were aware that Plaintiff and similarly situated employees worked overtime
26 and that they were not being paid for overtime hours worked. In fact, Plaintiff spoke to Defendants'
27 Chief Executive Officer, Wilson Purves, regarding the unpaid overtime and asked Defendants' CEO for
28

1 a raise. At that time, Defendants' CEO gave Plaintiff a raise and classified Plaintiff and at least another
2 case manager as salary exempt. However, Plaintiff and similarly situated employees continued to
3 perform the same non-exempt duties more than 50% of their total workday.

4 21. Plaintiff started receiving a salary from February 1, 2022, until her termination of
5 employment. Plaintiff performed the same non-exempt tasks and duties as prior to being classified as
6 salary exempt. Also, Plaintiff's job title and duties did not change at all. Defendants did not require
7 Plaintiff to perform any other exempt duties or tasks. Plaintiff's work schedule and hours remained
8 consistent throughout her tenure with Defendants. Plaintiff is informed and believes that similarly
9 situated employees' work schedule and hours remained consistent throughout their tenure with
10 Defendants also. Plaintiff spent approximately 90-100% of her hours worked performing non-exempt
11 duties as opposed to management, executive, or administrative duties. Plaintiff and similarly situated
12 employees did not manage any employees or subordinates and continued to perform non-exempt, non-
13 managerial and non-supervisory duties. Plaintiff and similarly situated employees did not have the
14 authority to hire and fire staff. Plaintiff was always under the supervision of attorneys and other
15 managers and did not regularly exercise discretion and independent judgment in performing her duties
16 and tasks since she was only assisting attorneys with legal assistant tasks. Plaintiff was involved in
17 Defendants' day-to-day operations and her primary duty was to assist attorneys with legal assistant tasks
18 and not administer the business affairs of the firm. Furthermore, Plaintiff continued to perform the same
19 amount of workload and hours as prior to being misclassified as salary exempt. Plaintiff is informed and
20 believes that similarly situated employees continued to perform the same amount of workload and hours
21 as prior to being misclassified. Relying on Plaintiff's and similarly situated employees'
22 misclassification as exempt employees, Defendants did not pay Plaintiff and similarly situated
23 employees for any overtime hours worked or off the clock work after the salary exempt classification.

24 22. Also, Defendants did not provide Plaintiff and similarly situated employees with
25 compliant meal and rest periods. Plaintiff and similarly situated employees were unable to take
26 uninterrupted meal and rest breaks. Attorneys would ask Plaintiff and similarly situated employees for
27 help with filings, phone calls, deadlines, or other emergency tasks that needed attention during Plaintiff
28

1 and similarly situated employees' meal and rest periods. This occurred approximately 40% of the time
2 during Plaintiff's tenure with Defendants. Undoubtedly, relying on Plaintiff's and similarly situated
3 employees' misclassification as salaried-exempt employees, Defendants stopped keeping records of
4 Defendants' and similarly situated employees' hours worked and meal periods.

5 23. Defendants also required Plaintiff and similarly situated employees to use their personal
6 cell phones for work purposes. Plaintiff and similarly situated employees used their personal cell
7 phones to communicate with managers, attorneys, clients, and other Aggrieved Employees regarding
8 work issues via Google Chat, work email, and texts. For example, Plaintiff and another case manager
9 that worked at the Sacramento office used their personal cell phones all the time during the first three or
10 four months of employment because the Sacramento office did not have a phone. Plaintiff and similarly
11 situated employees received phone calls and texts from clients and staff even after the Sacramento office
12 obtained a phone line. Plaintiff used her personal cell phone for about 50% of the time. Plaintiff pays
13 approximately \$252 per month for her family plan cell phone bill, which would equate to about \$62 per
14 phone line. Moreover, Plaintiff and similarly situated employees worked from home during the COVID
15 pandemic. Defendants did not provide any phones, printers, ink, or paper during the pandemic to
16 Plaintiff and similarly situated employees. Plaintiff's internet monthly bill is approximately \$100 per
17 month. Also, Plaintiff and similarly situated employees had to use their personal printers, buy toner
18 and/or ink for printers, as well as paper for printing during the COVID-pandemic time. Defendants did
19 not reimburse Plaintiff and similarly situated employees for such work-related expenses. In addition,
20 Defendants were aware that Plaintiff and similarly situated employees used their cell phones and printer
21 for work purposes because they communicated with Plaintiff and similarly situated employees during
22 and after business hours. Defendants also knew that Plaintiff received many phone calls from clients on
23 her cell phone because Plaintiff informed Defendants many times. Defendants knew that Plaintiff and
24 similarly situated employees were using their printers because attorneys mentioned many times to
25 Plaintiff during the COVID-pandemic that it wasn't right for Plaintiff and similarly situated employees
26 to use their own printers and papers for work purposes. Defendants did not reimburse Plaintiff or
27 similarly situated employees for these expenses.

1 24. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
2 overtime, off the clock hours, and meal and rest period premiums owed, the wage statements Defendants
3 issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours
4 worked, the overtime wages earned, the number of meal and rest period premiums owed, and the
5 accurate gross and net wages earned.

6 25. To date, Defendant has not paid Plaintiff and similarly situated employees all minimum
7 wages, overtime wages, meal and rest period premiums, and reimbursement expenses owed to them.

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**
10 **FAILURE TO PAY OVERTIME WAGES**
11 **(As to all Defendants)**

12 26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully
13 set forth herein.

14 27. During the period Plaintiff was employed by Defendants, Defendants were required to
15 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
16 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
17 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 4, section (3)(A);
18 Cal. Lab. Code §§ 510, 1194.

19 28. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
20 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
21 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
22 worked at their regular rate of pay.

23 29. Plaintiff and similarly situated employees were not exempt from overtime protections
24 employees under the California Wage Orders and Labor Code.

25 30. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
27 the extent pertinent as if set forth here in full.
28

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully set forth herein.

32. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

33. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants were aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

34. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

35. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 34 as though fully set forth herein.

36. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

37. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

38. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may

1 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
2 (1) hour of pay at their regular rate of compensation for each meal period not provided.

3 39. Defendants employed Plaintiff and similarly situated employees for periods of more
4 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
5 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
6 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated
7 employees to take their first meal period before the completion of their fifth hour of work and failed
8 to allow Plaintiff and similarly situated employees to take their second meal period before the
9 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
10 rights to all meal periods throughout their employment.

11 40. Defendants further failed to pay Plaintiff and similarly situated employees the
12 applicable meal period premiums for any such missed meal breaks.

13 41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
14 employees have been damaged as stated in the section below entitled "DAMAGES," which is
15 incorporated here to the extent pertinent as if set forth here in full.

16 **FOURTH CAUSE OF ACTION**
17 **REST PERIOD VIOLATIONS**
(As to all Defendants)

18 42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully
19 set forth herein.

20 43. An employer must provide an employee a rest period in accordance with the
21 applicable Wage Order and California Labor Code section 226.7.

22 44. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an
23 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
24 four (4) hours or a major fraction thereof.

25 45. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
26 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
27 they worked more than four (4) hours or a major fraction thereof.

46. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

47. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully set forth herein.

49. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

50. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime

1 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
2 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
3 worked due to Defendants' non-counting of off the clock hours towards the amount of total hours
4 worked, overtime hours worked, nonpayment of meal and rest period premiums, and work-related
5 calls, texts, and messages that resulted in off the clock work and further due to Defendants'
6 misclassification of Plaintiff and similarly situated employees as salary exempt employees which led
7 to Defendants not keeping track of meal periods, total hours worked, as well as overtime hours
8 worked. Plaintiff and similarly situated employees were not able to promptly and easily determine
9 their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated
10 employees suffered confusion over whether they received all wages owed and were prevented from
11 effectively challenging information on their wage statements.

12 51. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
13 employees have been damaged as stated in the section below entitled "DAMAGES," which is
14 incorporated here to the extent pertinent as if set forth here in full.

15 **SIXTH CAUSE OF ACTION**
16 **WAITING TIME PENALTIES**
(As to all Defendants)

17 52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 51 as though fully
18 set forth herein.

19 53. An employer must pay an employee who is terminated all unpaid wages immediately
20 upon termination. *See* Cal. Lab. Code § 201.

21 54. An employer must pay an employee who resigns all unpaid wages within seventy-two
22 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

23 55. Plaintiff and similarly situated employees did not receive all wages, including minimum
24 and overtime wages, meal and rest period premiums owed at their termination or within the required
25 time after their separation from employment.
26
27
28

1 56. An employer who willfully fails to pay an employee wages in accordance with California
2 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
3 days. *See* Cal. Lab. Code § 203.

4 57. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
5 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
6 and similarly situated employees worked off the clock and worked overtime because Defendants' staff
7 and attorneys regularly contacted Plaintiff and similarly situated employees after business hours and at
8 different times at night to complete certain tasks or deadlines. Furthermore, Defendants knew that
9 Plaintiff worked overtime because Plaintiff informed HR as well as Defendant Wilson Purves of her
10 overtime hours and the fact that she did not get paid for overtime. Moreover, Defendants changed
11 Plaintiff's and similarly situated employee's classification to salary exempt and were aware that Plaintiff
12 contributed to work the same schedule as before while performing the same non-exempt duties and tasks
13 as prior to her misclassification. Such conduct shows Defendants had knowledge of earned, but unpaid
14 wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

15 58. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
16 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
17 thirty (30) days for Defendants' failure to pay all wages due.

18 **SEVENTH CAUSE OF ACTION**
19 **FAILURE TO REIMBURSE EXPENSES**
 (As to all Defendants)

20 59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully
21 set forth herein.

22 60. California Labor Code section 2802(a) states that "An employer shall indemnify his or
23 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
24 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
25 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
26 unlawful."

61. Defendants required Plaintiff and similarly situated employees to use their home internet, personal cell phone, printer, and printing paper but failed to reimburse them for such use. Defendants knew that Plaintiff and similarly situated employees were using their personal cell phone, printer, and home internet for work purposes because they communicated with Plaintiff and similarly situated employees by sending text messages and making phone calls to Plaintiff's and similarly situated employees' personal cell phones. Moreover, Defendants knew that Plaintiff and similarly situated employees were using their personal printers and internet because Plaintiff and similarly situated employees worked from home during the COVID-pandemic, printed work-related documents while working from home during the COVID-pandemic, and communicated with staff and clients using their personal cell phones throughout their employment. Defendants knew that Plaintiff was using her cell phone to communicate with clients because the first three months of Plaintiff employment Defendants did not even have a phone line connected to the Sacramento office. Defendants also knew that Plaintiff received many phone calls from clients on her cell phone because Plaintiff informed Defendants many times. Defendants also knew that Plaintiff and similarly situated employees were using their printers because attorneys mentioned many times to Plaintiff during the COVID-pandemic that it wasn't right for Plaintiff and similarly situated employees to use their own printers and papers for work purposes.

62. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to All Defendants)

63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

64. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions ("B&P") Code § 17200.

65. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, or reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants' conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

66. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

67. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully set forth herein.

69. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

70. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

71. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

72. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;

- d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
- a. Wages in an amount to be proven at trial;
- b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
- a. Wages in an amount to be proven at trial;
- b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
- a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
- b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);
7. As to the Seventh Cause of Action:
- a. An amount to be proven at trial;
- b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
8. As to the Ninth Cause of Action:
- a. For civil penalties as provided in the Labor Code for each enumerated violation;
- b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay

period; For any subsequent violation, two hundred dollars (\$200) for each
aggrieved employee per pay period;

- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the
Court;

9. For such other and further relief as this Court may deem just and proper,
including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

Dated: March 18, 2024

Shimoda & Rodriguez Law, PC

By: _____



Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

1 *Lomeli, et al. v. KPB Immigration Law Firm PC, et al.*
2 *Sacramento County Superior Court of California 23CV001689*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On March 26, 2024, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Jamie N. Stein 11 Light Gabler Law 12 760 Paseo Camarillo, Suite 300 13 Camarillo, California 93010 14 Phone: 805-248-7139 15 Facsimile: Email: jstein@lightgablerlaw.com koffenbacher@lightgablerlaw.com azeider@lightgablerlaw.com	
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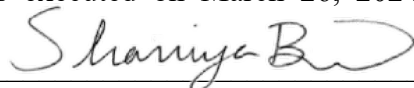
16 [] [By Mail] I am familiar with my employer's practice for the collection and
17 processing of correspondence for mailing with the United States Postal Service
18 and that each day's mail is deposited with the United States Postal Service that
19 same day in the ordinary course of business. On the date set forth above, I served
20 the aforementioned document(s) on the parties in said action by placing a true
21 copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for
22 collection and mailing on this date, following ordinary business practices, at Elk
23 Grove, California, addressed as set forth above.

24 [] [By Personal Service] By personally delivering a true copy thereof to the office
25 of the addressee above.

26 [XXX] [By Electronic Mail] I e-mailed the document(s) to the person(s) shown above. No
27 error was reported by the e-mail service that I used.

28 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct, and that this declaration was executed on March 26, 2024, at Elk Grove,
California.



Shaniya Baird

EXHIBIT C



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

May 12, 2023

For Online Filing:

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

Re: *Lomeli v. KPB Immigration Law Firm PC, et al.*

Dear Labor Commissioner,

As counsel for Cecilia Lomeli (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

KPB Immigration Law Firm PC
142 Sansome Street, Suite 500
San Francisco, CA 94104

Wilson Purves
142 Sansome Street, Suite 500
San Francisco, CA 94104

Kerosky, Purves, & Bogue, LLP
142 Sansome Street, Suite 500
San Francisco, CA 94104

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against KPB Immigration Law Firm PC, Wilson Purves, and Kerosky, Purves, & Bogue, LLP (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all employees who have worked, or continue to work, for Defendants in California as non-exempt employees, including misclassified, salaried employees. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).



A. FACTS

Plaintiff was employed with Defendants from December 9, 2019, December 6, 2022. KPB Immigration Law Firm PC is an immigration law firm that provides immigration services with offices in San Francisco, Los Angeles, Santa Rosa, San Jose, Sacramento, Walnut Creek, Napa, and San Rafael, California. Prior to September 2020, KPB Immigration Law Firm PC was known as Kerosky, Purves, & Bouge, LLP. When Plaintiff was hired, Defendants' name was Kerosky, Purves, & Bouge, LLP. Plaintiff's job title was case manager. Initially, Plaintiff was paid hourly at a rate of \$26 per hour.

Plaintiff and Aggrieved Employees worked over eight (8) hours per day and over forty (40) hours per week. Plaintiff assisted three attorneys with day-to-day activities, which included two associate attorneys and the KPB Immigration Law Firm PC's manager and Chief Executive Officer, Wilson Purves. However, most of the time, Plaintiff assisted four associate attorneys with their day-to-day tasks. Defendants assigned approximately three hundred (300) cases to Plaintiff to work and assist on. Plaintiff performed non-exempt duties more than 50% of the time, such working as a front desk receptionist by meeting walk in clients and taking phone calls from clients as well as potential clients, scheduling appointments for attorney consultations and/or client meetings, translating documents from Spanish to English, translating attorney client communications, talking to clients regarding the status of their case or communicating attorney messages for clients, filling out immigration application for clients as directed, scheduling immigration court hearings and/or confirming immigration hearings, filing different legal documents with the immigration court, helping attorneys with filings and formatting certain legal documents, travel to other offices to pick up client files or meet with clients, acquiring signatures from clients for immigration legal documents and applications, acquiring and processing payment from clients for Defendants' services, dropping off documents to clients or driving to local post office to mail documents to clients, meeting and greeting clients, providing attorneys with client applications for review, call immigration offices for status updates such as for pending applications or cases, scheduling deadlines and filing required court or immigration documents by the required deadlines, and setting up psychological evaluations for clients. Other Aggrieved Employees performed similar non-exempt tasks more than 50% of their total work day.

Plaintiff worked in a high volume, fast-paced environment where she had to talk to clients and assist attorneys in meeting deadlines all the time. As a result, Plaintiff worked regularly off the clock. Plaintiff is informed and believes that other Aggrieved Employees worked off the clock as well. Clients and potential clients called after business hours and on weekends to talk about their case and things that were needed in their case. Furthermore, attorneys and Defendants' staff would contact Plaintiff and Aggrieved Employees after work regarding work issues or tasks. Sometimes, attorneys would contact Plaintiff at 5:00 a.m., 6:00 a.m., or 11:00 p.m. at night with requests or questions regarding cases. Attorneys and staff would contact Plaintiff via Google Chat App, work email, or texts. Clients and potential clients



would call or texts Plaintiff via different cell phone apps such as WhatsApp. Sometimes, Plaintiff was also on call, taking phone calls from clients who had emergencies such as deportations. Defendants were aware that Plaintiff and Aggrieved Employees worked off the clock work because Defendants' staff and attorneys contacting them after business hours regularly. Plaintiff worked approximately two (2) hours per week off the clock assisting attorneys and talking to clients. Defendants did not pay Plaintiff and Aggrieved Employees for off the clock work that they performed outside regular business hours.

Furthermore, Plaintiff and Aggrieved Employees worked overtime because of the high volume of cases and the high demand of the job. Defendants did not pay overtime if it was not pre-authorized even where it was Plaintiff's and Aggrieved Employees' supervisors contacting them and requiring the off-the-clock work to be performed. Plaintiff is informed and believes that Defendant's Human Resources employee would change the hours in the timecards to remove overtime hours worked. Plaintiff and Aggrieved Employees were not paid overtime for all overtime hours worked. For example, Defendants denied paying Plaintiff overtime because Defendants claimed that Plaintiff did not receive approval for overtime. Defendants' overtime policy states on page 66 of Defendants' Employee Handbook that "employees need to request overtime at least 24 hours in advance and 48 hours in advance of the pay period." Plaintiff and Aggrieved Employees were usually asked to finish tasks, deadlines, filings, or other important assignments on the same day which made it impossible for them to request overtime 24 hours in advance, let alone 48 hours. Usually, associate attorneys would ask Plaintiff and Aggrieved Employees to finish certain tasks which would require them to stay and work overtime. In some instances, Plaintiff would remind associate attorneys that they needed to communicate let HR know that Plaintiff's overtime was approved. However, many times, the associates would inform Plaintiff that they would ask another case manager for help instead, resulting in Plaintiff working overtime which would not be authorized since Plaintiff had already worked a certain amount of overtime before associates informed her of transferring the task to someone else. Plaintiff worked approximately two (2) hours of unpaid overtime per week. Defendants failed to pay Plaintiff and Aggrieved Employees' for all overtime hours worked.

Defendants were aware that Plaintiff and Aggrieved Employees worked overtime and that they were not being paid for overtime hours worked. In fact, Plaintiff spoke to Defendants' Chief Executive Officer, Wilson Purves, regarding the unpaid overtime and asked Defendants' CEO for a raise. At that time, Defendants' CEO gave Plaintiff a raise and classified Plaintiff and at least another case manager as salary exempt. However, Plaintiff and similarly situated employees continued to perform the same non-exempt duties more than 50% of their total workday. Plaintiff started receiving a salary from February 1, 2022, until her termination of employment. Plaintiff performed the same non-exempt tasks and duties as prior to being classified as salary exempt. Also, Plaintiff's job title and duties did not change at all. Defendants did not require Plaintiff to perform any other exempt duties or tasks. Plaintiff's work schedule and hours remained consistent throughout her tenure with Defendants. Plaintiff is informed and believes that Aggrieved Employees' work schedule and hours remained consistent



throughout their tenure with Defendants also. Plaintiff spent approximately 90-100% of her hours worked performing non-exempt duties as opposed to management, executive, or administratively exempt duties. Plaintiff and Aggrieved Employees did not manage any employees or subordinates and continued to perform non-exempt, non-managerial and non-supervisory duties. Plaintiff and Aggrieved Employees did not have the authority to hire and fire staff. Plaintiff was always under the supervision of attorneys and other managers and did not regularly exercise discretion and independent judgment in performing her duties and tasks since she was only assisting attorneys with legal assistant tasks. Plaintiff was involved in Defendants' day-to-day operations and her primary duty was to assist attorneys with legal assistant tasks and not administer the business affairs of the firm. Furthermore, Plaintiff continued to perform the same amount of workload and hours as prior to being misclassified as salary exempt. Plaintiff is informed and believes that Aggrieved Employees continued to perform the same amount of workload and hours as prior to being misclassified. Relying on Plaintiff's and Aggrieved Employees' misclassification as exempt employees, Defendants did not pay Plaintiff and Aggrieved Employees for any overtime hours worked or off the clock work after the salary exempt classification.

Also, Defendants did not provide Plaintiff and Aggrieved Employees with compliant meal and rest periods. Plaintiff and Aggrieved Employees were unable to take uninterrupted meal and rest breaks. Attorneys would ask Plaintiff and Aggrieved Employees for help with filings, phone calls, deadlines, or other emergency tasks that needed attention during their meal and rest periods. This occurred approximately 40% of the time during Plaintiff's tenure with Defendants. Undoubtedly, relying on Plaintiff's and Aggrieved Employees' misclassification as salaried-exempt employees, Defendants stopped keeping records of Defendants' and Aggrieved Employees' hours worked and meal periods.

Defendants also required Plaintiff and Aggrieved Employees to use their personal cell phones for work purposes. Plaintiff and Aggrieved Employees used their personal cell phones to communicate with managers, attorneys, clients, and other Aggrieved Employees regarding work issues via Google Chat, work email, and texts. For example, Plaintiff and another case manager that worked at the Sacramento office used their personal cell phones all the time during the first three or four months of employment because the Sacramento office did not have a phone. Plaintiff and Aggrieved Employees received phone calls and texts from clients and staff even after the Sacramento office obtained a phone line. Plaintiff used her personal cell phone for about 50% of the time. Plaintiff pays approximately \$252 per month for her family plan cell phone bill, which would equate to about \$62 per phone line. Moreover, Plaintiff and Aggrieved Employees worked from home during the COVID pandemic. Defendants did not provide any phones, printers, ink, or paper during the pandemic to Plaintiff and Aggrieved Employees. Plaintiff's internet monthly bill is approximately \$100 per month. Also, Plaintiff and Aggrieved Employees had to use their personal printers, buy toner and/or ink for printers, as well as paper for printing during the pandemic time. Defendants did not reimburse Plaintiff and Aggrieved Employees for such work-related expenses. In addition, Defendants were aware that Plaintiff and



Aggrieved Employees used their cell phones and printer for work purposes because they communicated with Plaintiff and similarly situated employees during and after business hours. Defendants also knew that Plaintiff received many phone calls from clients on her cell phone because Plaintiff informed Defendants many times. Defendants knew that Plaintiff and Aggrieved Employees were using their printers because attorneys mentioned many times to Plaintiff during COVID-pandemic that it wasn't right for Plaintiff and Aggrieved Employees to use their own printers and papers for work purposes. Defendants did not reimburse Plaintiff or Aggrieved Employees for these expenses.

As a result of Defendants' failure to pay Plaintiff and Aggrieved Employees all overtime, off the clock hours, and meal and rest period premiums owed, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, the overtime wages earned, the number of meal and rest period premiums owed, and the accurate gross and net wages earned.

As of this date of this letter, Defendants has not paid Plaintiff and Aggrieved Employees all minimum wages, overtime wages, meal and rest period premiums, and reimbursement expenses owed to them.

KPB Immigration law Firm, PC, identified Defendant Wilson Purves in its filings with the California Secretary of State from September 28, 2020, to the present as its President, Chief Executive Officer, Secretary, and Chief Financial Officer. Plaintiff is informed and believes that Wilson Purves was responsible for creating and electing to implement KPB Immigration law Firm, PC's payroll and compensation policies and practices or that Wilson Purves was aware of such policies and practices and ratified them. Plaintiff is informed and believes that prior to September 28, 2020, Wilson Purves was the President, Chief Executive Officer, Secretary, and Chief Financial Officer of Defendant Kerosky, Purves, & Bogue, LLP, and was responsible for creating and electing to implement Kerosky, Purves, & Bogue, LLP's payroll and compensation policies and practices or that Wilson Purves was aware of such policies and practices and ratified them.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess



of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law

Count Three - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Four – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)



Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count Six – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum and overtime wages, and missed meal and rest period, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Seven – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements for home internet use, personal cell phone use, personal printer use, and printing paper use for work purposes by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count Eight – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of



work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees' rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Wilson Purves is and has been, an officer, director, and managing agent of Defendants responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. He was aware of, approved, and enforced these practices either by creating them, directly enforcing them, and/or training and counseling subordinate managers and supervisors to enforce them as detailed herein. This is against the law.

Count Nine – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____

Justin P. Rodriguez

JPR: rk

cc: Client via e-mail

1 *Lomeli v KPB Immigration Law Firm PC, et al.*

2 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21, Rule 2.150, and Rule 2.251**

4 I, Elias Tapia, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party
6 to the within above-entitled action.

7 On May 12, 2023, I served the following documents on the party below:

- 8 • PRIVATE ATTORNEYS GENERAL ACT (PAGA)

KPB Immigration Law Firm PC 142 Sansome Street, Suite 500 San Francisco, CA 94104	Wilson Purves 142 Sansome Street, Suite 500 San Francisco, CA 94104
Kerosky, Purves, & Bogue, LLP 142 Sansome Street, Suite 500 San Francisco, CA 94104	

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the
16 collection and processing of correspondence for mailing with the United
17 States Postal Service and that each day's mail is deposited with the United
18 States Postal Service that same day in the ordinary course of business. On the
19 date set forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope with
postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Sacramento, California, addressed as
set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

21 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s)
22 shown above. No error was reported by the e-mail service that I used.

23 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct, and that this declaration was executed on May 12, 2023, at Elk
26 Grove, California.

27 
Elias Tapia

EXHIBIT D

DECLARATION OF LISA MULLINS

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3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating class action notices and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms
14 of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be
15 disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our
16 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
17 ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O
18 Insurance policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per
19 incident.

20 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
21 counsel in the *Lomeli v. KPB Immigration Law Firm PC* matter.

22 4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties
23 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;
24 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning
25 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

26 5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
27 number to receive correspondence and inquiries from class members. After receiving the class data file
28 from Defendant, which should contain the class members’ names, last known addresses, and social security

1 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible
2 discrepancies.

3 6. As part of the preparation for mailing the class notice, ILYM Group will process class
4 members' names and addresses against the National Change of Address ("NCOA") database, maintained
5 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
6 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated
7 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class
8 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original
9 address provided by Defendant for mailing the class notice.

10 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
11 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
12 and will promptly re-mail the class notice.

13 8. Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline
14 so that all class members will be apprised of exactly when all applicable forms will be due, depending on
15 the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At the
16 expiration of the deadline, ILYM Group will inform all parties as to the number and name of those
17 individuals who filed a timely opt-out, dispute or objection.

18 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
19 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering tasks
20 including but not limited to overview and reconciliation of account; (c) calculating the individual
21 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
22 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
23 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or
24 the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as
25 **Exhibit C**, is a true and correct copy of ILYM Group's capped quote for this matter.

26 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
27 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
28 with the administration of this settlement is: **\$5,850.00**.

1 I declare, under penalty of perjury under the laws of the United States of America and the State
2 of California that the foregoing is true and correct. Executed this 26th day of June 2024, at Tustin,
3 California.

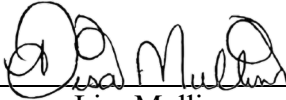
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EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 14 years of experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Case Name: Lomeli v. KPB Immigration Law Firm PC

Wednesday, June 26, 2024

Requesting Attorneys Name:

E-Mail:

ILYM Contact:

E-Mail:

Contact Number:

Renald Konini

rkonini@shimodalaw.com

Lisa Mullins

Lisa@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	124
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$895.00
Notification & Mailing:	\$468.04
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,146.96
Case Conclusion:	\$1,015.00

Capped ILYM Fees & Expenses: \$5,850.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Lomeli v. KPB Immigration Law Firm PC

Wednesday, June 26, 2024

Requesting Attorneys Name: Renald Konini

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll Free Customer Service Representative	Flat Fee	\$65.00	1	\$65.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$895.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	124	\$186.00
USPS First Class Postage	Per Piece	\$0.64	124	\$79.36
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	19	\$37.20
Storage, Photocopies, Deliveries	Flat Fee	\$165.48	1	\$165.48

Subtotal \$468.04

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Lomeli v. KPB Immigration Law Firm PC

Wednesday, June 26, 2024

Requesting Attorneys Name: Renald Konini

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	124	\$124.00
USPS First Class Postage	Per Piece	\$0.64	124	\$79.36
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	12	\$18.60
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$3,146.96

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to Cy Pres	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

Capped ILYM Fees & Expenses: \$5,850.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT E

Entered	Description	Amount
5/12/2023	E-Filing Charge - Complaint, CCCS, Summons	\$90.00
5/12/2023	Certified Mail - PAGA	\$16.95
5/12/2023	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$500.00
5/12/2023	Payment to LWDA - PAGA Filing Fee	\$75.00
5/23/2023	One Legal Service Fee - complaint and complex fee \$1435, filing fee \$121.09	\$1,556.09
5/23/2023	Affordable Legal Service Fee - KPB Immigration Law Firm inv 191148-01	\$114.45
6/9/2023	One Legal Service Fee - Summons order 20489390	\$61.26
9/27/2023	One Legal Service Fee - \$435 complaint fee, \$114.75 filing fee 21251131	\$549.75
10/3/2023	Affordable Legal Service Fee - Wilson Purves inv 196476-01	\$45.00
10/3/2023	Affordable Legal Service Fee - Kerosky Purves Bogue LLP inv 196473-01	\$50.00
10/3/2023	Affordable Legal Service Fee - KPB Immigration Law Firm inv 196444-01	\$109.50
11/1/2023	One Legal Service Fee - Proof of service order 21438262	\$83.39
3/19/2024	One Legal Service Fee - \$20 court fee 22477029	\$37.47
3/27/2024	One Legal Service Fee - Amended Complaint 22536106	\$16.88
4/5/2024	One Legal Service Fee -Request for Dismissal 22613438	\$16.88
4/8/2024	One Legal Service Fee -Case Management Statement 22619730	\$16.88
6/18/2024	Mediation fee	\$5,000.00
8/7/2024	One Legal Service Fee -joint case management statement order 23476643	\$16.88
11/21/2024	One Legal Service Fee - Joint case management 24184773	\$17.50
Anticipated	One Legal Service Fee - Motion for Preliminary Approval	\$125.00
Anticipated	Affordable Legal Service Fee - Personal Service of Preliminary Approval Motion	\$192.50
Anticipated	One Legal Service Fee - Proof of Personal Service	\$20.00
Anticipated	One Legal Fee - Motion for Final Approval of Settlement	\$125.00
Anticipated	Notice of Entry of Judgment	\$20.00
Anticipated	One Legal Service Fee - Compliance Declarations	\$20.00
Total:		\$8,876.38

EXHIBIT F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

CECILIA LOMELI, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

KPB IMMIGRATION LAW FIRM PC, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. 23CV001689

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All employees who have worked, or continue to work, for Defendant and/or its predecessor entity in California as non-exempt employees, including without limitation any employees working as a legal assistant and/or case manager (whether classified as exempt or non-exempt) from May 15, 2019, up to [REDACTED] (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento County Superior Court ("Court") granting Plaintiff's motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Cecilia Lomeli ("Plaintiff" or "Class Representative"), and Defendant KPB Immigration Law Firm PC ("Defendant") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant's records indicate you fall within the definition of "Class Member." Defendant's records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that participate and the total number of workweeks, should that change, as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY FURTHER NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On May 15, 2023, Plaintiff filed a Complaint against Defendant in the Sacramento County Superior Court of California on behalf of herself and Class Members. The term "Action" means this putative class action pending in Sacramento County Superior Court, Case No. 23CV001689. The Class Period is from May 15, 2019, up to [REDACTED] (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursement for expenses, and 8) failing to maintain accurate records. Plaintiff has also alleged that Defendant engaged in unfair competition and violated the Private Attorneys General Act ("PAGA") based on these alleged violations.

Defendant denied all of Plaintiff's allegations, and maintained that it paid all Class Members and Aggrieved Employees properly at all times. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions and the time and costs to litigate, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all

allegations and claims, and maintain it paid and pays its former and current employees in compliance with California law. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all employees who have worked, or continue to work, for Defendant and/or its predecessor entity in California as non-exempt employees, including any employees working as a legal assistant and/or case manager (whether classified as exempt or non-exempt), from May 12, 2022, up to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement and receive compensation, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement and receive their compensation, or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of One Hundred Seventy-Seven Thousand and Five Hundred Dollars (\$177,500) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney's fees not to exceed 35% of the Gross Settlement Amount, attorney's costs not to exceed \$10,000, Settlement Administrator Costs not to exceed \$8,500, an Enhancement Payment to the Class Representative of \$10,000, and \$20,000 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated, depending on whether the actual number of weeks worked by Participating Class Members (i.e., those who do not opt out of the Settlement), should that change, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the Class Members to submit a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. The PAGA Claim Period is defined as from May 12, 2022, up to [REDACTED]. Defendant's records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered

by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of any Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator and determined to be accurate after investigation of this evidence. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out, and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released [1.29 text].

Aggrieved Employees will be deemed to have released [1.30 text].

The individuals released ("Released Parties") include [1.31 text].

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and do not dispute the calculation of your workweek information a, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you believe your workweek calculation is inaccurate and you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member and receive payment equal to your share of the Net Settlement Amount payment, you may request to be excluded (i.e., "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (i.e. *Lomeli v. KPB Immigration Law Firm PC*, 23CV001689); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection,

you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement as to all Class Members. If the Court denies approval, no settlement payments will be sent out to any Class Members and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Lomeli v. KPB Immigration Law Firm PC*, 23CV001689); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 22, 720 9th Street, Sacramento, California 95814, on [REDACTED] at 9:00 a.m. ____, to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://saccourt-ca.gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID 16184738886. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
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On behalf of Defendant

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]
BY ORDER OF THE COURT**

EXHIBIT G

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7 Attorneys for Plaintiff CECILIA LOMELI
individually and on behalf of similarly situated employees

8
9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SACRAMENTO**

11 CECILIA LOMELI, individually and on
12 behalf of all other similarly situated
13 employees,

14 Plaintiff,

15 vs.

16 KPB IMMIGRATION LAW FIRM PC, a
17 California Corporation; and DOES 1 to 100,
inclusive,

18 Defendants.
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Case No. 23CV001689

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 22*

CLASS ACTION

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

Reservation No. A-01689-001

Date: January 31, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: May 15, 2023

FAC Filed: March 26, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court, on January 31, 2025, at 9:00 a.m., in Department 22
4 before the Honorable Lauri A. Damrell, presiding. Plaintiff Cecilia Lomeli (“Plaintiff”) filed this
5 putative class action on May 15, 2023. The operative Complaint alleges that Defendant KPB
6 Immigration Law Firm PC (“Defendant”), violated California law by law by failing to pay overtime
7 wages, failing to pay minimum wages, committing meal and rest period violations, failing to provide
8 accurate wage statements, failing to pay all final wages, failing to reimburse expenses, and engaging in
9 unfair competition. Plaintiff has also alleged Defendant is liable for civil penalties under the Private
10 Attorney’s General Act (“PAGA”) based on these violations. Plaintiff sought attorneys’ fees and costs
11 as part of this Action. Defendant denied all of Plaintiff’s claims and denied that this case was
12 appropriate for class treatment. No class has been certified.

13 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
14 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
15 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
16 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
17 in the Agreement. The Court, having received and considered Plaintiff’s Motion for Preliminary
18 Approval of Class Action and PAGA Settlement, the declarations in support, the Agreement, the
19 proposed Notice of Settlement, and other evidence, HEREBY ORDERS AND MAKES
20 DETERMINATIONS AS FOLLOWS:

21 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
22 **CLASS REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

23 The Court finds that certification of the following class for settlement purposes only is
24 appropriate under the California Code of Civil Procedure and related case law:

25 All employees who have worked, or continue to work, for Defendant or its
26 predecessor entity in California as non-exempt employees, including any
27 employees working as a legal assistant and/or case manager from May 15,
28 2019, to August 17, 2024.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 The Court finds that Class Members meet the ascertainability and numerosity requirements since
5 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
6 the definition and the number of Class Members would make joinder impractical. The commonality and
7 predominance requirements are met for settlement purposes since there are questions of law and fact
8 common to Class Members. The common questions of law or fact in this case all stem from Plaintiff's
9 contentions that Defendant caused the violations outlined above by 1) requiring Plaintiff and similarly
10 situated employees to assist other employees and respond to clients after working hours but failing to
11 pay Plaintiff and similarly situated employees for working off the clock during such hours, 2) failing to
12 pay Plaintiff and similarly situated employees for all overtime hours worked because Defendant's policy
13 would not pay overtime for employees who had not asked for permission to work overtime at least 24
14 hours in advance and 48 hours in advance of the pay period, 3) having Defendant's Human Resources
15 change the hours in the timecards to remove overtime hours worked for Plaintiff and similarly situated
16 employees, 4) misclassifying Plaintiff and similarly situated employees as salary exempt after Defendant
17 and similarly situated employees had worked in the same positions and performed the same non-exempt
18 tasks for more than 50% of the time in order to not pay Plaintiff and similarly situated employees
19 overtime, 5) failing to provide plaintiff and similarly situated employees with compliant uninterrupted
20 meal and rest periods, 6) failing to keep records of Plaintiff's and similarly situated employees' hours
21 worked and meal periods after misclassifying Plaintiff and similarly situated employees, 7) requiring
22 Plaintiff and similarly situated employees to use their personal cell phones for work purposes and
23 communicated to clients but did failed to reimburse Plaintiff and similarly situated employees for the
24 use of their cell phones for work purposes, 8) failing to reimburse Plaintiff and similarly situated
25 employees during the COVID pandemic for using their own paper, ink, printers and cell phones for
26 work purposes, and 9) failing to pay employees for all hours worked by unlawfully rounding employees'
27 hours where it had the ability to track all actual hours worked and ultimately rounded hours worked in a
28 way that systematically benefited Defendant. The PAGA, waiting time penalty, wage statement

violation, and unfair competition claims also derive from these violations. Additionally, Class Members seek the same remedies under state law. The typicality requirement for settlement purposes is also satisfied since the claims of the Class Representative is based on the same facts and legal theories as those applicable to the Class Members.

The Court also finds that preliminarily and conditionally certifying the settlement class is required to avoid each Class Member from litigating similar claims individually. This Settlement will achieve economies of scale for Class Members with relatively small individual claims and conserve the resources of the judicial system.

The Court finds that Plaintiff Cecilia Lomeli and Plaintiff's counsel, Galen T. Shimoda Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate representatives of the settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and adequate and falls within a range of reasonableness for a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$177,500 Gross Settlement Amount.

The Court approves of ILYM Group, Inc. acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the

1 fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert*
2 *Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Grawly*, 886 F.2d 268,
3 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers
4 a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s
5 fee from the fund as a whole.”). The amounts allocated under the Agreement for attorney’s fees and
6 costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs shall
7 be included in the Notice of Settlement to enable Class Members to review and comment thereon. The
8 Court will consider the reaction of Class Members when evaluating the reasonableness of the requested
9 amounts at final approval. *See In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, 71 (C.D. Cal.
10 2005) (“the absence of objections or disapproval by class members to class counsel’s fee request further
11 supports finding the fee request reasonable”). Plaintiff and Class Counsel are directed to provide
12 information in connection with the motion for final approval that will enable the Court to assess the
13 appropriateness of any requested fee percentage, to perform a lodestar cross check of the requested fee
14 percentage, and to quantify the amount of time spent by Plaintiff on this case and any further risks
15 and/or burdens incurred as a result of acting as Class Representative. Class Counsel is also directed to
16 provide an updated declaration and itemization regarding actual litigation costs incurred. The
17 Settlement Administrator shall also submit a declaration attesting to Settlement Administrator Costs
18 incurred. The Court will review these amounts and allocations in connection with the final approval
19 hearing. To the extent the Court ultimately awards less than the amounts allocated under the Agreement
20 for attorney’s fees and costs, any Enhancement Payment, and/or Settlement Administrator Costs, the
21 difference between the amounts awarded and the amounts requested shall be added to the Net Settlement
22 Amount for distribution to Participating Class Members pro rata as set forth in the Agreement.

23 The Court approves of the Twenty Thousand Dollars (\$20,000) PAGA Payment, which shall be
24 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
25 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
26 Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to Aggrieved
27 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement
28

1 provides a recovery that creates an effective, substantial deterrent to any potential future non-
2 compliance, furthering the purpose of the Labor Code and LWDA.

3 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
4 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
5 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
6 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
7 Gross Settlement Amount will revert to Defendant for any reason.

8 The releases and waivers for Class Members who do not opt out of being bound by the
9 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
10 also approved by the Court as set forth in the Agreement.

11 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 12 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

13 The Court finds that the proposed Notice of Settlement, attached to this Order as Exhibit 1 and
14 incorporated by reference, fairly and adequately advises Class Members of the terms of the Agreement,
15 the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked
16 during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the
17 settlement, how to file documentation in opposition to the proposed settlement, and when to appear at
18 the fairness hearing to be conducted on the date set forth below. The Court further finds that the Notice
19 of Settlement and proposed distribution of such notice by first class mail to each identified Class
20 Member at his or her most recent address based on a National Change of Address database search from
21 the Class Members' last known address and a skip trace on any Class Members who have the Notice of
22 Settlement returned as "undeliverable" or "not at this address" comports with all constitutional
23 requirements, including those of due process.

24 The Court also finds that because there is a strong interest in providing Class Members the
25 opportunity to participate in the settlement, along with the parties' efforts to minimize any intrusion of
26 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
27 intrusion on their privacy rights. Hence, the Court orders Defendant to provide Class Member
28 information to the Settlement Administrator as set forth in the Agreement and any other information the

Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The Class Member information will be provided to the Settlement Administrator only, and not to Plaintiff or Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement Administrator shall only use this information for the purposes identified in the Agreement and shall keep this information confidential consistent with the terms of the Agreement.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Defendant to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 21 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendant
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 21 calendar days after the Effective Date

Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

V. FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of June 27, 2025, at 9:00 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members may object as set forth in the Agreement as well as appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

IT IS SO ORDERED.

Date: _____

By: _____

Judge of the Superior Court

EXHIBIT 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

CECILIA LOMELI, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

KPB IMMIGRATION LAW FIRM PC, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. 23CV001689

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All employees who have worked, or continue to work, for Defendant and/or its predecessor entity in California as non-exempt employees, including without limitation any employees working as a legal assistant and/or case manager (whether classified as exempt or non-exempt) from May 15, 2019, up to [REDACTED] (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Sacramento County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Cecilia Lomeli (“Plaintiff” or “Class Representative”), and Defendant KPB Immigration Law Firm PC (“Defendant”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Class Member.” Defendant’s records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that participate and the total number of workweeks, should that change, as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY FURTHER NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On May 15, 2023, Plaintiff filed a Complaint against Defendant in the Sacramento County Superior Court of California on behalf of herself and Class Members. The term “Action” means this putative class action pending in Sacramento County Superior Court, Case No. 23CV001689. The Class Period is from May 15, 2019, up to [REDACTED] (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursement for expenses, and 8) failing to maintain accurate records. Plaintiff has also alleged that Defendant engaged in unfair competition and violated the Private Attorneys General Act (“PAGA”) based on these alleged violations.

Defendant denied all of Plaintiff’s allegations, and maintained that it paid all Class Members and Aggrieved Employees properly at all times. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions and the time and costs to litigate, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all

allegations and claims, and maintain it paid and pays its former and current employees in compliance with California law. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all employees who have worked, or continue to work, for Defendant and/or its predecessor entity in California as non-exempt employees, including any employees working as a legal assistant and/or case manager (whether classified as exempt or non-exempt), from May 12, 2022, up to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement and receive compensation, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement and receive their compensation, or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of One Hundred Seventy-Seven Thousand and Five Hundred Dollars (\$177,500) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney's fees not to exceed 35% of the Gross Settlement Amount, attorney's costs not to exceed \$10,000, Settlement Administrator Costs not to exceed \$8,500, an Enhancement Payment to the Class Representative of \$10,000, and \$20,000 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated, depending on whether the actual number of weeks worked by Participating Class Members (i.e., those who do not opt out of the Settlement), should that change, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the Class Members to submit a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. The PAGA Claim Period is defined as from May 12, 2022, up to [REDACTED]. Defendant's records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered

by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of any Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator and determined to be accurate after investigation of this evidence. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out, and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released [1.29 text].

Aggrieved Employees will be deemed to have released [1.30 text].

The individuals released ("Released Parties") include [1.31 text].

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and do not dispute the calculation of your workweek information a, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you believe your workweek calculation is inaccurate and you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member and receive payment equal to your share of the Net Settlement Amount payment, you may request to be excluded (i.e., "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (i.e. *Lomeli v. KPB Immigration Law Firm PC*, 23CV001689); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection,

you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement as to all Class Members. If the Court denies approval, no settlement payments will be sent out to any Class Members and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Lomeli v. KPB Immigration Law Firm PC*, 23CV001689); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 22, 720 9th Street, Sacramento, California 95814, on [REDACTED] at 9:00 a.m. ____, to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://saccourt-ca.gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID 16184738886. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
On behalf of Plaintiff

Jamie N. Stein
Chancellor D. Nobles
LightGabler LLP
760 Paseo Camarillo, Suite 300
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Telephone: (805) 248-7208
Facsimile: (805) 248-7209
On behalf of Defendant

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]
BY ORDER OF THE COURT