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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

STAR SUM, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

A TEAM SECURITY, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No: CIVSB2324318

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: December 22, 2025

Time: 8:30am

Dept.: S37

Judge: Corey G. Lee

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of
3 record for Plaintiff STAR SUM (“Plaintiff”) in this matter. As such, I am fully familiar with the facts,
4 pleadings, and history of the matter. The following facts are within my own personal knowledge, and
5 if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendant A Team Security, Inc. (“Defendant”).

8 3. A true and correct copy of the fully executed Joint Stipulation of Settlement of PAGA
9 Action and Release of PAGA Claims (“Agreement”) is attached hereto as **Exhibit #1**.

10 4. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of
11 PAGA Settlement, is attached hereto as **Exhibit #2**. Included with the Motion is a copy of the
12 Agreement.

13 5. A true and correct copy of the JCL Law Firm, APC’s “Transaction Summary” detailing
14 the JCL Law Firm, APC’s actually incurred litigation expenses for this matter as of August 18, 2025,
15 is attached hereto as **Exhibit #3**. As shown in detail in the attached transaction summary, the JCL
16 Law Firm, APC, incurred a total of \$8,733.38 in litigation costs prosecuting this action. These costs
17 are exclusive of the costs incurred by co-counsel Zakay Law Group, APLC.

18 6. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as
19 **Exhibit #4**.

20 I. INTRODUCTION

21 7. An objective evaluation of the proposed settlement confirms that the relief negotiated on
22 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is
23 a product of informed, adversarial, and non-collusive and mediated negotiations between experienced
24 counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement
25 approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of
26 the Agreement.

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A. Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against Defendant

8. On July 28, 2023, Plaintiff, on behalf of himself and on behalf of other Aggrieved Employees, served Defendant and the LWDA with a Notice of Violations (“PAGA Notice”) memorializing claims against Defendant for alleged violations of the California Labor Code, including causes of action for failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; failure to timely pay wages due during, and upon termination of employment, and failure to reimburse for necessary business expenses. (LWDA Case No. LWDA-CM-971541-23).

9. The 65-day “waiting period” on Plaintiff’s right to file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

10. On October 4, 2023, Plaintiff filed a representative action complaint against Defendant in San Bernardino Superior Court, Case Number CIVSB2324318 (the “Action”). The Action alleged a single cause of action against Defendant for violations of the Private Attorneys General Act at Cal. Lab. Code §§2698, *et seq.*

11. On February 18, 2025, the Parties participated in an all-day mediation presided over by Steven J. Serratore, Esq., an experienced mediator of wage and hour representative actions. In advance of the with the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate Defendant's potential liability exposure. Among the data and documents Defendant produced included, but was not limited to, the total number of Aggrieved Employees, the total number of Pay Periods worked by Aggrieved Employees within the PAGA Period, employee handbooks, and time and payroll data.

12. The mediation resulted in a settlement via a mediator's proposal and was memorialized in the form of a Memorandum of Understanding ("MOU"). After reaching an agreement in the

1 principle, the Parties drafted and negotiated a long-form settlement, which is the subject of the instant
2 motion. The Settlement was negotiated in light of all known facts and circumstances and the uncertainty
3 associated with litigation – including the risk of Plaintiff not being able to maintain representative
4 claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s
5 potential defenses, and the significant delay and potential appellate issues inherent to litigation – and
6 was reached after extensive arm’s length negotiations, with the assistance of Mediator Serratore.

7 13. The Settlement is intended to fully and finally resolve the Released PAGA Claims
8 asserted by Plaintiff on behalf of himself, the LWDA, and the State of California. This is only a
9 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
10 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that
11 is not a PAGA claim.¹ Nor does this Settlement waive Defendant’s right to assert *res judicata* or other
12 available defense to any asserted claim or lawsuit.

13 14. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of the
14 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
15 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
16 submit to the LWDA a copy of the Court’s judgment and order approving the Settlement Agreement
17 within ten (10) days after entry of judgment or order.

18 III. TERMS OF THE PAGA SETTLEMENT

19 15. The Agreement is subject to Court approval consistent with Labor Code § 2699(1)(2).
20 The Agreement negotiated by the Parties provides for a Gross Settlement Amount of One Hundred
21 Forty-Five Thousand Dollars and Zero Cents (\$145,000.00) to resolve the PAGA claims. From the
22 Gross Settlement Amount, there is a deduction of: i) a PAGA Counsel Award in the amount of Seventy-
23 Five Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$75,750.00), comprised of 35% of
24 the Gross Settlement Amount (estimated to be approximately \$50,750.00) for attorneys’ fees, and
25 reimbursement of incurred litigation expenses in an amount not to exceed Twenty-Five Thousand
26 Dollars and Zero Cents (\$25,000.00); ii) a Service Award to Plaintiff of up to Ten Thousand Dollars
27 and Zero Cents (\$10,000.00); and iii) Claims Administration Costs, which will not exceed Four
28

As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

Thousand Nine Hundred and Ninety Dollars and Zero Cents (\$4,990.00). Agreement generally at § III(I)(8)-(10).

IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

16. The Gross Settlement Amount of \$145,000.00 is fair and reasonable and, therefore, should be approved. Here, *without stacking* the PAGA penalties (excluding derivative penalties), Defendant's *maximum* exposure for PAGA penalties is estimated to be \$455,850, and with stacking the PAGA penalties (including derivative penalties), Defendant's exposure is estimated to be \$1,288,450.

17. Plaintiff's consultant estimated Defendant's exposure as follows:

Claim	Penalty Amount ²	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Meal Period Violations Cal. Labor Code §§ 226.7 and 512</i>	\$50	396	4.8% of PAGA Pay Periods	\$19,800
<i>Rest Period Violations Cal. Labor Code §§ 226.7 and 512</i>	\$50	396	4.8% of PAGA Pay Periods	\$19,800
<i>Unlawful Deductions Cal Labor Code § 221,</i>	\$50	4,163	50% of PAGA Pay Periods	\$208,150
<i>Failure to Reimburse for Mandatory Business Expenses Cal. Labor Code § 2802</i>	\$100	2,081	25% of PAGA Pay Periods	\$208,100
<i>Wage Statement Violations Cal. Labor Code §§ 226 and 226.2</i>	\$100	8,326	100% of PAGA Pay Periods	\$832,600

18. Plaintiff alleges that his meal periods were interrupted and/or cut short because Defendant required Plaintiff and Aggrieved Employees to keep their radios on, their personal cell phones on, and generally remain reachable should any incident occur during their meal breaks. However, the 4.8% violation rate evidences a high degree of compliance. Using the time and payroll data provided by

² In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that “[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.” Therefore, Plaintiff used only penalties for initial violations.

1 Defendant, Plaintiff's expert found that only 0.1% of first meal breaks were less than 30 minutes in
2 length and only 1.2% of shifts between five and six hours went without a first recorded meal break.

3 19. Defendant contends that they maintain compliant meal period policies and practices.
4 Plaintiff estimates Defendant's exposure for this claim to be approximately \$19,800. Pursuant to
5 California Labor Code section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a
6 Labor Code section regulating hours and days of work, including meal period and rest period violations.
7 Thus, because section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty
8 per violation for the meal and rest break claims. This number was calculated by multiplying a 4.8%
9 violation rate of the number of total pay periods by a violation rate of \$50.

10 20. Plaintiff alleged that when he did take rest breaks, Plaintiff and other Aggrieved
11 Employees were required to keep their radios on, personal cell phones on, and generally remain
12 reachable, should any incident occur during their rest breaks. Specifically in the context of security
13 guards, the California Supreme Court's decision in *Augustus v. ABM Security Services, Inc.*, held that
14 "employers . . . must relinquish control over how employees spend their time" during rest periods. 2
15 Cal. 5th 257, 259 (2016). Moreover, Lab. Code § 226.7(c) provides that "if an employer fails to provide
16 an employee a meal or rest or recovery period in accordance with a state law, including ... an ... order
17 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
18 at the employee's regular rate of compensation for each workday that the meal or rest or recovery period
19 is not provided."

20 21. Defendant argued that Plaintiff's rest break claim would have mainly relied on the
21 testimony of Aggrieved Employees, making it a riskier claim. Establishing liability likely would have
22 entailed competing testimony stating either rest breaks were taken, or rest breaks were voluntarily
23 waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11
24 ("Because of the competing testimony before the Court, plaintiff's evidence that defendant may have
25 an illegal, written rest break policy is insufficient for this Court to find that common issues
26 predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL

1 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate
2 uniform practices.”).

3 22. Because rest periods are not recorded, Plaintiff could not identify a violation rate. Plaintiff
4 therefore made the reasonable assumption that rest period violations were committed at a rate similar
5 to that of meal period violations. Therefore, Plaintiff estimates that his claim for rest period violations
6 was worth approximately \$19,800. This was calculated by multiplying a 4.8% violation rate by a penalty
7 of \$50, accounting for Defendant’s defenses. The \$50 penalty rate was used for the same reasons as
8 stated above in the meal period section.

9 23. Plaintiff alleged that Defendant unlawfully deducted wages from Plaintiff’s pay without
10 explanations, authorization, or notice to Plaintiff, in violation of Labor Code section 221. Specifically,
11 Plaintiff alleged that about half of the pay summaries in Plaintiff’s employee file contain a uniform
12 deduction in the amount of \$12.50. Plaintiff estimated that Defendant’s total exposure for this claim
13 was approximately \$208,150 in penalties. This was calculated using a 50% violation rate multiplied by
14 a \$100 penalty.

15 24. Plaintiff alleged that Defendant required Plaintiff and the Aggrieved Employees to use
16 their personal cell phones for Defendant’s benefit. Specifically, Plaintiff and Aggrieved Employees
17 were required to use their personal cell phones to communicate with Defendant to discuss who was on
18 shift and to discuss security footage, among other things. Defendant maintains that employees were
19 not required to use their own personal cell phone, as they were provided radios for communication.

20 25. Plaintiff estimated that Defendant’s total exposure for this claim was approximately
21 \$208,100 in penalties. This was calculated using a 25% violation rate for this claim to reflect its belief
22 that Aggrieved Employees incurred cell phone expenses approximately once per month.

23 26. Plaintiff further alleged that the Defendant’s labor code violations for non-compliant meal
24 and rest breaks and unpaid wages results in derivative liability for penalties resulting from inaccurate
25 wage statements. Plaintiff estimated Defendants’ exposure for these claims to be \$832,600 for wage
26 statement penalties.

27 27. In light of the above, the Gross Settlement Amount is approximately 31.8% of
28 Defendant’s potential PAGA exposure, without stacking the penalties, and approximately 11.2% of

1 Defendant's potential PAGA exposure, with stacking the penalties. The Gross Settlement Amount
2 compares favorably to the likely recovery of PAGA penalties through continued litigation. Defendant's
3 maximum exposure to PAGA penalties is not a realistic outcome of the litigation because it fails to
4 account for the risks of continued litigation including, but not limited to, Defendant's defenses. *See*,
5 *Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018).
6 For instance, Defendant argued that it can only be assessed civil penalties for actual violations of the
7 Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil penalties, Plaintiff would
8 be required to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*,
9 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ["Given the statutory language [of PAGA], a
10 plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation
11 of the Labor Code by the defendant."].) To do this, Plaintiff would need to prove each Aggrieved
12 Employee was subject to the alleged Labor Code violation, which would be difficult to do, since
13 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in this
14 action. Thus, Defendant contended that Plaintiff would be required to "prove Labor Code violations
15 with respect to each and every individual on whose behalf Plaintiff seek to recover civil penalties under
16 PAGA."; *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009). When
17 "determining whether the employer committed Labor Code violations with respect to each employee"
18 is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off. Superstore*, 2021 WL
19 4099059, *11 (Cal. Ct. App. Sept. 9, 2021).

20 28. Given Defendant's defenses to the claimed Labor Code violations at issue and the risks
21 and costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount
22 is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length. The
23 LWDA has been provided with notice of this motion and the PAGA settlement, and the decision of
24 LWDA to accept the PAGA settlement and not oppose the motion should be given considerable weight.
25 Moreover, the LWDA is a sophisticated government entity that can assert and protect its own rights.

26 29. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
27 Code § 2699(1) does not require that a court approve any other elements of the proposed settlement.
28 Because there are no class allegations for which Plaintiff seeks approval, the approval provisions

1 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court
2 only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
3 explained herein, the settlement terms for attorneys' fees and costs are reasonable.

4 **V. THE PAGA COUNSEL FEES AND EXPENSES PAYMENT ARE FAIR AND**
5 **REASONABLE**

6 30. PAGA Counsel seeks approval of the PAGA Counsel Award, comprised of attorneys'
7 fees in the amount of \$50,750.00 (35% of the Gross Settlement Amount) and reimbursement of
8 litigation costs not to exceed \$25,000.³ PAGA does not have any requirements for reviewing attorneys'
9 fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this Settlement is a matter
10 of contract for a contingent representation. Nevertheless, should this Court review the requested
11 attorneys' fees, the requested fees and costs are reasonable for experience wage and hour counsel.

12 31. The requested PAGA Counsel Award of \$75,750.00, comprised of \$50,750.00 for
13 attorneys' fees and reimbursement of litigation expenses of up to \$25,000 is fair, reasonable, and
14 justified by the result achieved.

15 32. The attorneys' fees are divided as follows: 32.5% to JCL Law Firm, APC, 32.5% to Zakay
16 Law Group, APLC, and 35% to Lawyers for Justice, PC. Agreement at § I(R). PAGA Counsel
17 negotiated a recovery of One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00), and
18 this result justifies the requested fees equal to 35% of this recovery. At the time this case was brought,
19 the result was far from certain. Defendant's defenses to the merits of the case created difficulties with
20 proof and complex legal issues for PAGA Counsel to overcome. Here, several defenses asserted by
21 Defendant present serious threats to the claims of Plaintiff and the Aggrieved Employees. Defendant
22 asserted that its employment practices complied with all applicable labor laws. If successful,
23 Defendant's factual and legal defenses would eliminate *any recovery* to the Aggrieved Employees.
24 While Plaintiff believes that these defenses could be overcome, Defendant maintains that these defenses
25 have merit and therefore present a serious risk to recovery. The Settlement was possible because PAGA
26 Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would prevail
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³ As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$19,448.36 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 on the factual and legal issues underlying liability and overcome difficulties in proof as to monetary
2 relief.

3 33. Plaintiff is represented by competent and experienced counsel to pursue their claims. I
4 established the JCL Law Firm, APC (“Firm”) in 2010. The Firm is a boutique plaintiff firm representing
5 aggrieved employees and consumers throughout California in wage and hour class actions and complex
6 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
7 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq.
8 (Associate Attorney), John L. Nitti, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal and Office
9 Manager), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), Madelyn Uchiyama (Law Clerk),
10 Hana McAnally (Law Clerk), and Allysa Castillo (Legal Assistant).

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

17 35. I have represented consumers and employees in California class actions, and complex
18 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
19 plaintiffs’ civil litigation attorney since April 2007.

20 36. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct
21 copy of which is attached hereto as Exhibit #4. Some of the major cases the Firm has undertaken are
22 also set forth in Exhibit #4.

23 37. As of August 18, 2025, The JCL Law Firm, APC incurred a total lodestar of \$48,435.00
24 for 60.9 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
25 firm’s lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
26 the conduct of the case.

27 38. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC (“ZLG”),
28 billed \$15,901.50 for 13.50 hours successfully litigating this action, and the attorneys and staff at co-

counsel Lawyers for Justice, PC (“LFJ”) billed \$44,540.00 for 52.40 hours, at a blended rate of \$850, successfully litigating this action.

39. Collectively, PAGA Counsel spent a total of 126.8 hours successfully litigating this matter for a total combined loadstar of \$108,876.50. Thus, the Attorneys’ Fee request is equal to Class Counsel’s loadstar with a modest 0.46 multiplier.

40. In assessing the reasonableness of the billing rates for the attorneys and staff at the JCL Law Firm, APC, the firm refers to the “*Laffey Matrix*” to set our hourly billing rates. *See* <http://www.laffeymatrix.com/>. The *Laffey Matrix* is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The *Laffey Matrix* is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912, 921 (N.D. Cal. 2005) (Confirming use of the *Laffey Matrix* adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at *4 (Cal. Super. Ct. May 25, 2017), reversed on other grounds.)

41. The attorneys and staff at the JCL Law Firm, APC, have been providing extensive class action services throughout state and federal courts in California for more than seventeen years. Since its founding, the JCL Law Firm, APC, has recovered more than \$100 million dollars for its clients.

42. When comparing the billing rates for the staff and attorneys at the JCL Law Firm, APC with the *Laffey Matrix*, the attorneys and staff at the JCL Law Firm, APC, either bill at or below the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
Jean-Claude Lapuyade, Esq. (Managing Attorney)	\$948	\$850	46.6	\$39,610.00
Perssia Razma, Esq. (Handling Attorney)	\$473	\$500	0.9	\$450.00
Monnett DeLaTorre (Handling Attorney)	\$581	\$500	13.4	\$8,375.00

	<u>Total</u>	60.9	\$48,435.00
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43. Plaintiff Counsel's regular hourly billing rates range between \$425 and \$850. Plaintiff Counsel's hourly billing rates have been approved within the last twelve months by California Superior Court judges. (*See generally Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174 (July 3, 2025) Hon. Laura A. Seigle approved an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Garcia v. Hilton Resorts Corporation, et al.*, San Diego Superior Court Case No. 37-2023-00024664-CU-OE-CTL (July 25, 2025) Hon. Loren Freestone approved an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Lowe v. Ash's First LLC, et al.*, San Diego Superior Court Case No. 37-2022-00010114 (August 8, 2025) Hon Carolyn M. Caietti approved an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Solis v. 51st St. & 8th Ave. Corp., et al.*, San Diego Superior Court Case No. 37-2023-00021359-CU-OE-CTL (August 8, 2025) Hon Carolyn M. Caietti approved an \$850 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.)

44. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$19,448.36 prosecuting this action (JCL Law Firm, APC - \$8,733.38, Zakay Law Group, APLC - \$8,698.00; Lawyers for Justice - \$2,016.98)

45. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

VI. PLAINTIFF'S SERVICE AWARD IS FAIR AND REASONABLE

46. The Settlement provides for a Service Award of \$10,000 for Plaintiff. The Service Award payment is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting PAGA Counsel with the litigation and settlement, regularly conferring with PAGA Counsel on the status of his case and the strategies for prosecuting the claims, and agreeing to provide Defendant a broad general release of all claims arising out of his employment. Plaintiff willingly came forward to

1 protect and advance the rights of the Aggrieved Employees on important legal disputes affecting
2 California employees. By way of example, Plaintiff assumed the serious risk of liability for Defendant's
3 costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and
4 voluntarily undertook the risk to vindicate the rights of the Aggrieved Employees.

5 Plaintiff's efforts in bringing the lawsuit conferred a monetary benefit to 231 Aggrieved
6 Employees. Accordingly, Plaintiff and PAGA Counsel respectfully request approval of the requested
7 Service Award in the amount of \$10,000.00, as agreed to in the Settlement Agreement, to Plaintiff.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed this August 20, 2025, at San Diego, California.

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11 **JCL LAW FIRM, APC**

12 By: 
13 Jean-Claude Lapuyade
14 Attorney for Plaintiff
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EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Perssia Razma (State Bar #351398)

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Attorneys for Plaintiff

(Additional Counsel Continued on Next Page)

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other aggrieved employees pursuant to the
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Plaintiff,

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A TEAM SECURITY, INC., a California
corporation; and DOES 1 through 100,
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Defendants.

Case No.: CIVSB2324318

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

1 **LAWYERS FOR JUSTICE, PC**

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11 F: 213-680-4470

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13 Attorneys for Defendant

1 This Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into
2 by and between Plaintiff Star Sum (hereinafter “Plaintiff”), in his representative capacity on behalf
3 of the State of California and fellow Aggrieved Employees, and Defendant A Team Security, Inc.
4 (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” means the putative PAGA lawsuit designated *Star Sum v. A Team Security,*
7 *Inc.*, filed on October 2, 2023, in San Bernardino Superior Court, Case No.
8 CIVSB2324318.
9
- 10 B. “Aggrieved Employees” means all current and former non-exempt employees who
11 worked for Defendant in California at any time during the PAGA Period.
- 12 C. “Aggrieved Employee Payment” means the Aggrieved Employee’s pro rata share of
13 25% of the PAGA Payment calculated according to the number of Pay Periods
14 worked during the PAGA Period.
- 15 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
16 PAGA Action and Release of PAGA Claims.
- 17 E. “Claims Administrator” means Apex Class Action LLC, located at 18 Technology
18 Drive, Suite 154 Irvine, CA 92618; Tel: (800) 355-0700. The Claims Administrator
19 establishes, designates, and maintains a QSF under Internal Revenue Code section
20 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross
21 Settlement Amount is deposited for the purpose of resolving the claims in the Action
22 on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator
23 shall maintain the funds until distribution in an account(s) segregated from the assets
24 of Defendant and any person related to Defendant. ***All accrued interest shall be paid***
25 ***and distributed to the Aggrieved Employees as part of their respective share of the***
26 ***Aggrieved Employee Payment.***
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- 1 F. "Claims Administration Costs" means the amount to be paid for the costs of
2 administration of the Settlement from the Gross Settlement Amount in an amount not
3 to exceed \$4,990.00.
- 4 G. "Court" means the Superior Court for the State of California, County of San
5 Bernardino presiding over the Action.
- 6 H. "Defendant" means A Team Security, Inc.
- 7 I. "Effective Date" means the date upon which approval of the Settlement is granted by
8 the Court.
- 9 J. "Employee Data" means information regarding Aggrieved Employees that Defendant
10 will in good faith compile from its records and provide to the Claims Administrator.
11 It shall be formatted as a Microsoft Excel spreadsheet and shall include: each
12 Aggrieved Employee's full name; last known address; Social Security Number; and
13 the number of Pay Periods worked by each Aggrieved Employee during the PAGA
14 Period.
- 15 K. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
16 Settlement Amount to the Claims Administrator in accord with the terms of this
17 Agreement. Defendant shall pay the Gross Settlement Amount to the Claims
18 Administrator within sixty (60) days of the Effective Date.
- 19 L. "Gross Settlement Amount" means the One Hundred Forty-Five Thousand Dollars
20 and Zero Cents (\$145,000.00) payment of all claims, which Defendant shall pay into
21 the QSF in connection with this Settlement, inclusive of Claims Administration
22 Expenses, Service Award, PAGA Counsel Award, and PAGA Payment.
- 23 M. "LWDA" means the California Labor and Workforce Development Agency.
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- 1 N. "LWDA Payment" means the 75% of the PAGA Payment paid to the LWDA under
2 Labor Code section 2699, subd. (i).
- 3 O. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
4 Employees by the Claims Administrator in the form set forth as Exhibit A to this
5 Agreement.
- 6 P. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
7 Labor Code § 2698, *et seq.*
- 8 Q. "PAGA Counsel" means Jean-Claude Lapuyade of JCL Law Firm, APC, Shani O.
9 Zakay of Zakay Law Group, APLC and Edwin Aiwazian of Lawyers for Justice, PC.
- 10 R. "PAGA Counsel Award" means the award of attorneys' fees and reimbursement of
11 litigation expenses that the Court authorizes to be paid to PAGA Counsel for the
12 services they have rendered to Plaintiff, the State of California, and the Aggrieved
13 Employees consisting of attorneys' fees not to exceed 35% of the Gross Settlement
14 Amount plus reimbursement of litigation expenses of up to \$25,000. To the extent
15 that the Court approves less than the PAGA Counsel Award that PAGA Counsel
16 requests, the difference between the requested and awarded amounts will be
17 reallocated to the Gross Settlement Amount. PAGA Counsel's award of attorneys'
18 fees shall be divided by PAGA Counsel as follows: 32.5% to JCL Law Firm, APC,
19 32.5% to Zakay Law Group, APLC and 35% to Lawyers for Justice, PC.
- 20 S. "PAGA Payment" means the Gross Settlement Amount minus Claims Administration
21 Expenses, PAGA Counsel Award, and the Service Award. The PAGA Payment will
22 be allocated so that 75% of the payment will be paid to the Labor & Workforce
23 Development Agency ("LWDA Payment") and 25% will be paid to Aggrieved
24 Employees ("Aggrieved Employee Payment"). The allocation of payment of claims
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among the Aggrieved Employees shall be paid based on the number of pay periods worked during the PAGA Period. Aggrieved Employees will be issued Form 1099 for the Aggrieved Employee Payments.

T. “PAGA Payment Ratio” means the respective Pay Periods worked during the PAGA Period for each Aggrieved Employee divided by the total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

U. “PAGA Period” means the period from July 28, 2022, through April 25, 2025.

V. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

W. “Pay Period” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means any weekly pay period during which an Aggrieved Employee worked for Defendant during the PAGA Period in California.

X. “Plaintiff” or “PAGA Representative” means Star Sum.

Y. “Qualified Settlement Fund” or “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Claims Administrator to fund the Gross Settlement Amount.

Z. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint in the Action and/or Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

AA. “Service Award” means the payment to the Plaintiff for initiating the Action and providing services in support of the Action, and in exchange for Plaintiff’s broad release of all claims.

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

2 **II. RECITALS**

3 A. On July 28, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce
4 Development Agency (LWDA) and served the same on Defendant.

5 B. On October 2, 2023, Plaintiff filed a representative action complaint in the San
6 Bernardino Superior Court, Case No. CIVSB2324318, (the "Action") alleging a
7 single cause of action for Violation of California Labor Code § 2698, et seq.

8 C. On February 18, 2025, the Parties participated in an all-day mediation presided over
9 by Steven J. Serratore, Esq., a mediator of wage and hour representative actions,
10 which led to this Settlement.

11 D. This Agreement replaces and supersedes any other agreements, understandings, or
12 representations between the Parties. This Agreement represents a compromise and
13 settlement of highly disputed claims. Nothing in this Agreement is intended or will
14 be construed as an admission by Defendant that the claims in the Action of Plaintiff
15 or the Aggrieved Employees have merit or that Defendant bear any liability to
16 Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an
17 admission by Plaintiff that Defendant's defenses in the Action have merit.

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

19 **III. TERMS OF AGREEMENT**

20 A. Settlement Consideration and Settlement Payments by Defendant.

21 1. Settlement Consideration. In full and complete settlement of the Action, and
22 in exchange for the releases set forth below, Defendant will pay the Gross
23 Settlement Amount of One Hundred Forty-Five Thousand Dollars and Zero
24 Cents (\$145,000.00). The Parties agree that this is a non-reversionary
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1 Settlement and that no portion of the Gross Settlement Amount shall revert to
2 Defendant.

3 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
4 Defendant estimated that there are approximately 231 Aggrieved Employees
5 who worked approximately 8,500 Pay Periods during the PAGA Period. If
6 the actual number of Pay Periods worked during the PAGA Period exceeds
7 the above number by more than 10%, Defendant, at its sole discretion, has the
8 option to either: (1) increase the Gross Settlement Amount on a pro rata basis
9 according to the number of additional Pay Periods exceeding the 10% cap
10 (e.g., if the Pay Periods exceeds 8,500 by 12% then the Gross Settlement
11 Amount will increase by 2%), or (2) end the PAGA Period on the date in
12 which the Pay Periods is not more than 9,350.

13 3. Settlement Payment Defendant shall pay the Gross Settlement Amount to the
14 Claims Administrator on or before the Funding Date.

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17 B. PAGA Release. Upon the Claims Administrator's receipt of the Gross Settlement
18 Amount, in exchange for the consideration set forth in this Agreement, Plaintiff, the
19 LWDA, and the State of California release Defendant from the Released PAGA
20 Claims for the PAGA Period.

21
22 C. General Release by Plaintiff. Upon the Claims Administrator's receipt of the Gross
23 Settlement Amount, for the consideration set forth in this Agreement, including
24 Plaintiff's Service Award, Plaintiff waives, releases, acquits and forever discharges
25 the Released Parties from any and all claims, including but not limited to: any and all
26 wage-and-hour claims arising under the laws of the State of California, including,
27 without limitation, statutory, constitutional, contractual, and/or common law claims
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1 for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties,
2 liquidated damages, interest, and/or punitive damages (including, without limitation,
3 claims under any applicable Industrial Welfare Commission Wage Order, the
4 California Private Attorneys General Act, or any other provision of the California
5 Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the
6 Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of
7 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee
8 Retirement Income Security Act; the Occupational Safety and Health Act; the Worker
9 Adjustment and Retraining Notification Act, as amended; the California Unfair
10 Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair
11 Employment and Housing Act; any state, civil, or statutory laws, including any and all
12 human rights laws and laws against discrimination; any claims that could have been
13 alleged in the Lawsuit; and any other federal, state, or local statutes, codes, or
14 ordinances; any common law, contract law, or tort law cause of action; and any claims
15 for interest, attorneys' fees, and/or costs. This release does not extend to claims that
16 cannot be released as a matter of law, such as workers' compensation claims. Further,
17 in exchange for his Service Award, Plaintiff expressly waives the protections of
18 California Civil Code section 1542, and it is his intention in executing this Agreement
19 that the same shall be effective as a bar to each and every claim, complaint, action,
20 debts, promises, demand, cause of action, obligation, damage, liability, charge,
21 attorneys' fees and costs herein above released. Plaintiff also waives and relinquishes
22 any and all claims, rights or benefits, if any, arising under California Civil Code §
23 1542, which provides as follows:
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1 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
2 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
3 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
4 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
5 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
6 ***OR RELEASED PARTY***

7
8 Thus, notwithstanding the provisions of section 1542, and to implement a full and
9 complete release and discharge of the Released Parties, Plaintiff expressly acknowledges
10 this Settlement Agreement is intended to include in its effect, without limitation, all
11 claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of
12 signing this Settlement Agreement, and that this Settlement Agreement contemplates the
13 extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
14 Settlement Agreement, including this waiver of California Civil Code section 1542, and
15 that Plaintiff has consulted with or had the opportunity to consult with counsel of
16 Plaintiff's choosing about this Settlement Agreement and specifically about the waiver
17 of section 1542, and that Plaintiff understands this Settlement Agreement and the section
18 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement
19 Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts
20 different from or in addition to those Plaintiff now knows or believes to be true regarding
21 the matters released or described in this Settlement Agreement, and even so Plaintiff
22 agrees that the releases and agreements contained in this Settlement Agreement shall
23 remain effective in all respects notwithstanding any later discovery of any different or
24 additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection
25 with the true facts involved in the matters, disputes, or controversies released or
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described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

D. Conditions Precedent: This Settlement will become final and effective only upon (1) the Court entering judgment pursuant to Plaintiff's Motion for Settlement Approval, and (2) Defendant fully funding the Gross Settlement Amount.

E. Nullification of Settlement Agreement. If the Court does not approve this Settlement Agreement, fails to become effective, or is reversed, withdrawn, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released PAGA Claims:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
2. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action.

F. Failure to Fund the Gross Settlement Amount. If after the Effective Date, Defendant fails to fully fund the Gross Settlement Amount, Plaintiff shall be entitled to all reasonable attorneys' fees, costs and interest in any proceeding to enforce the terms of this Agreement.

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for in this Agreement. The Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their respective share of the Aggrieved Employee

1 Payments and will be solely responsible for any penalties or other obligations resulting
2 from their personal tax reporting of the Aggrieved Employees Payments.

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

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23
24 I. Claims Administrator. The Claims Administrator shall be responsible for: establishing
25 and administering the QSF; calculating, processing and mailing payments to PAGA
26 Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of
27 PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating,
28

1 and distributing tax forms for the Aggrieved Employee Payments; providing
2 declaration(s) as necessary in support of approval of this Settlement; and other tasks
3 as the Parties mutually agree or the Court orders the Claims Administrator to perform.
4 The Claims Administrator shall keep the Parties timely apprised of the performance of
5 all Claims Administrator responsibilities.
6

7 J. Employee Data. No later than thirty (30) days after execution of this Agreement,
8 Defendant shall provide the Claims Administrator with the Employee Data.

9 K. Funding and Allocation of the Gross Settlement Amount. Defendant shall pay the
10 Gross Settlement Amount to the Claims Administrator on or before the Funding Date.

11 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
12 Employee Data, the Claims Administrator shall add up the total number of
13 Pay Periods for all Aggrieved Employees during the PAGA Period. The
14 respective Pay Periods for each Aggrieved Employee will be divided by the
15 total Pay Periods for all Aggrieved Employees, resulting in the “PAGA
16 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
17 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
18 Payment to calculate each Aggrieved Employee’s estimated share of the
19 Aggrieved Employee Payment.
20

21 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
22 individual Aggrieved Employee Payments shall be allocated and treated 100%
23 as penalties and interest. The individual Aggrieved Employee Payments shall
24 not be subject to wage withholdings and shall be reported on IRS Form 1099.
25

26 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
27 Payments made to the Aggrieved Employees under this Settlement
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1 Agreement, as well as any other payments made pursuant to this Settlement
2 Agreement, will not be utilized to calculate any additional benefits under any
3 benefit plans to which any Aggrieved Employee may be eligible, including,
4 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
5 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
6 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
7 will not affect any rights, contributions, or amounts to which any Aggrieved
8 Employee may be entitled under any benefit plans.
9

10 4. Mailing. Individual Aggrieved Employee Payments shall be mailed to the
11 Aggrieved Employees' last known mailing address by regular First-Class U.S.
12 Mail no later than five (5) calendar days after the Funding Date. Upon receipt
13 of the Employee Data, the Claims Administrator will perform a search based
14 on the National Change of Address Database to update and correct any known
15 or identifiable address changes. The Claims Administrator shall exercise its
16 best judgment to determine the current mailing address for each Aggrieved
17 Employee. The address identified by the Claims Administrator as the current
18 mailing address shall be presumed to be the best mailing address for each
19 Aggrieved Employee.
20

21 5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
22 Employee Payments returned to the Claims Administrator as non-delivered
23 on or before the check cashing expiration deadline shall be re-mailed to any
24 forwarding address provided within seven (7) days of receiving the returned
25 notice. If no forwarding address is provided, the Claims Administrator shall
26 promptly attempt to determine a correct address by lawful use of skip-tracing,
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1 or other search using the name, address and/or Social Security number of the
2 Aggrieved Employee involved, and shall then perform a re-mailing, if the
3 Claims Administrator identifies another mailing address. In addition, if any
4 Individual Aggrieved Employee Payment, which is addressed to any
5 Aggrieved Employee who is currently employed by Defendant, is returned to
6 the Claims Administrator as non-delivered and no forwarding address is
7 provided, the Claims Administrator shall notify Defendant. Defendant will
8 request that the currently employed Aggrieved Employee provide a corrected
9 address and transmit to the Administrator any corrected address provided by
10 the Aggrieved Employee. Aggrieved Employees who received a re-mailed
11 Individual Aggrieved Employee Payment shall have their check expiration
12 deadline extended fifteen (15) days from the original check expiration
13 deadline.
14

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16 6. Check Expiration Deadline. For any Aggrieved Employee whose Aggrieved
17 Employee Payment check is uncashed within 180 days of payment, the Claims
18 Administrator shall transmit the funds represented by such checks to the
19 California Controller's Unclaimed Property Fund in the name of the
20 Aggrieved Employee.
21

22 7. LWDA Payment. The Claims Administrator shall transmit the LWDA
23 Payment to the LWDA as one lump sum payment, if by check, certified mail
24 return receipt requested to PAGA Counsel, within fifteen (15) calendar days
25 of the Gross Settlement Amount being funded in full.
26

27 8. Service Award. In addition to Plaintiff's individual share of the Aggrieved
28 Employee Payment, Plaintiff will apply to the Court for an award of up to

1 \$10,000 as a Service Award. Defendant will not oppose the Service Award
2 of up to \$10,000.00 to Plaintiff. The Claims Administrator shall pay the
3 Service Award, either in the amount stated herein if approved by the Court or
4 some other amount as approved by the Court, to Plaintiff from the Gross
5 Settlement Amount no later than fifteen (15) calendar days after the Funding
6 Date. Any portion of the requested Service Award that is not awarded to
7 Plaintiff shall be part of the PAGA Payment and shall be distributed to
8 Aggrieved Employees as provided in this Agreement. The Claims
9 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his
10 Service Award. Plaintiff shall be solely and legally responsible to pay any
11 and all applicable taxes on his Service Award and shall hold harmless the
12 Released Parties from any claim or liability for taxes, penalties, or interest
13 arising as a result of the Service Award. Approval of this Settlement shall not
14 be conditioned on Court approval of the requested amount of the Service
15 Award. If the Court reduces or does not approve the requested Service Award,
16 Plaintiff shall not have the right to revoke the Settlement, and it will remain
17 binding
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21 9. PAGA Counsel Award. Defendant understands and does not oppose a request
22 by PAGA Counsel for attorneys' fees not to exceed 35% of the Gross
23 Settlement Amount (currently estimated to be \$50,750.00) plus costs and
24 expenses supported by declaration not to exceed \$25,000.00 from the Gross
25 Settlement Amount will be made. Any portion of the requested PAGA
26 Counsel Award that is not awarded to PAGA Counsel shall be part of the
27 PAGA Payment and shall be distributed to the LWDA and the Aggrieved
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1 Employees as provided in this Agreement. The Claims Administrator shall
2 distribute and pay the PAGA Counsel Award to PAGA Counsel from the
3 Gross Settlement Amount no later than fifteen (15) calendar days after the
4 Gross Settlement Amount being funded in full. PAGA Counsel shall be solely
5 and legally responsible to pay all applicable taxes on the payment made
6 pursuant to this paragraph. The Claims Administrator shall issue an IRS Form
7 1099 — MISC to PAGA Counsel for the payments made pursuant to this
8 paragraph. In the event that the Court reduces or does not approve the
9 requested PAGA Counsel Award, Plaintiff and PAGA Counsel shall not have
10 the right to revoke the Settlement, or to appeal such order, and the Settlement
11 will remain binding.
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14 10. Claims Administration Costs. The Claims Administration Costs shall be paid
15 from the Gross Settlement Amount to the Claims Administrator for the costs
16 of administration of the Settlement. The estimate of the Claims Administration
17 Costs is \$4,990.00. The Claims Administrator shall be paid the Claims
18 Administration Costs no later than fifteen (15) calendar days after the Gross
19 Settlement Amount has been funded in full.
20

21 L. Approval Motion. PAGA Counsel and Plaintiff shall use best efforts to file with the
22 Court a Motion for Settlement Approval and Entering Judgment Finally Approving
23 Settlement, within sixty (60) days following the execution of this Agreement.

24 M. Notice of Settlement to LWDA. In connection with the Motion for Approval of
25 PAGA Settlement and/or Joint Stipulation re: Settlement Approval, PAGA Counsel
26 shall submit this Agreement to the LWDA pursuant to California Labor Code section
27 2699(1)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment
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1 or order approving this Settlement, submit the order approving the Settlement to the
2 LWDA pursuant to California Labor Code section 2699(1)(3).

3 N. Review of Motion for Settlement Approval. PAGA Counsel will provide an
4 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
5 including the Order Granting Approval of the Settlement, and Judgment Finally
6 Approving Settlement three (3) business days before filing with the Court. The Parties
7 and their counsel will cooperate with each other and use their best efforts to affect the
8 Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.
9

10 O. Cooperation. The Parties and their counsel will cooperate with each other and use
11 their best efforts to implement the Settlement.
12

13 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
14 except such proceedings necessary to implement and complete the Settlement.

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

17 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
18 Agreement among these Parties, and no oral or written representations, warranties or
19 inducements have been made to any Party concerning this Agreement or its Exhibit
20 other than the representations, warranties and covenants contained and memorialized
21 in this Agreement and its Exhibit.
22

23 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
24 represent they are expressly authorized by the Parties whom they represent to negotiate
25 this Agreement and to take all appropriate Action required or permitted to be taken by
26 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
27 documents required to effectuate the terms of this Agreement. The person signing this
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1 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
2 sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that he
3 is authorized to sign this Agreement and that he has not assigned any claim, or part of
4 a claim, covered by this Settlement to a third-party.

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

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

19
20 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
21 shall be governed by and interpreted according to the laws of the State of California.

22 W. Counterparts. This Agreement may be executed in one or more counterparts by
23 facsimile, electronic signature, or email which for purposes of this Agreement shall be
24 accepted as an original. All executed counterparts and each of them shall be deemed
25 to be one and the same instrument. Any executed counterpart will be admissible in
26 evidence to prove the existence and contents of this Agreement.
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- 1 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
2 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, considering all relevant factors,
4 present and potential.
5
- 6 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
7 respect to the interpretation, implementation, and enforcement of the terms of this
8 Agreement and all orders and judgments entered in connection therewith, and the
9 Parties and their counsel submit to the jurisdiction of the Court for purposes of
10 interpreting, implementing, and enforcing the settlement and all orders and judgments
11 entered in connection with this Agreement.
12
- 13 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
14 the Court shall first attempt to construe the provisions valid to the fullest extent
15 possible consistent with applicable precedents so as to define all provisions of this
16 Agreement valid and enforceable.
- 17 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
18 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
19 Defendant contends that the Released PAGA Claims have no merit and do not give
20 rise to liability. This Agreement is a compromise of disputed claims. Nothing
21 contained in this Agreement and no documents referred to and no action taken to carry
22 out this Agreement may be construed or used as an admission by or against the
23 Defendant or Plaintiff or PAGA Counsel as to the merits or lack thereof of the claims
24 asserted. Other than as may be specifically set forth herein, each Party shall be
25 responsible for and shall bear its/his own attorney's fees and costs.
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 07/23/2025

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STAR SUM

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

DATED: 07/24/2025

Iris Shapiro
A TEAM SECURITY, INC.

Iris Shapiro
Name

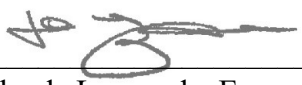
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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: July 23, 2025

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorneys for the Plaintiff

DATED: July 23, 2025

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for the Plaintiff

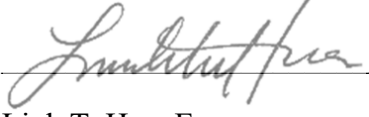
DATED: _____

LAWYERS FOR JUSTICE, PC

By: _____
Edwin Aiwazian, Esq.
Melissa LeBlanc-Mansell, Esq.
Attorneys for the Plaintiff

DATED: 07/28/2025

GORDON REES SCULLY MANSUKHANI, LLP

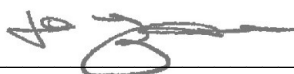
By: 
Linh T. Hua, Esq.
Attorneys for Defendant

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: July 23, 2025

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorneys for the Plaintiff

DATED: July 23, 2025

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for the Plaintiff

DATED: July 28, 2025

LAWYERS FOR JUSTICE, PC

By: 
Edwin Aiwazian, Esq.
Melissa LeBlanc-Mansell, Esq.
Attorneys for the Plaintiff

DATED: _____

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Linh T. Hua, Esq.
Attorneys for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a representative lawsuit brought by a former California employee against A Team Security, Inc. (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Star Sum (“Plaintiff”) claimed that he and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid final wages.

Defendant denies these claims, denies any wrongdoing, and denies that it owes any penalties. To avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the PAGA claims asserted in the lawsuit on behalf of all current and former non-exempt employees who worked for Defendant in California (“Aggrieved Employees”) at any time from July 28, 2022, through April 25, 2025 (“PAGA Period”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a pro rata share of the settlement based on the number of pay periods you worked during the PAGA Period. This settlement check shall remain valid until [insert date].

This check was issued pursuant to the terms of the PAGA settlement in San Bernardino County Superior Court Case No. CIVSB2324318. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant. You are not a party to this lawsuit, but you and the State of California will be bound by the settlement in this matter as to civil penalties against Defendant during the PAGA Period. As such, you may not opt out of the settlement.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms for this payment. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2

EXHIBIT 3

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Sum v. A-Team Security (002-596)						
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	0.30	0.30
02/29/2024	Journal Entry	Feb 2024 Postage		Postage for February 2024	33.75	34.05
04/12/2024	Expense		One Legal LLC	One Legal Order No. 22555360 - Filing Fee Re: Joint Case Management Conference Statement Filed, Proof of Service	15.39	49.44
04/23/2024	Expense		One Legal LLC	One Legal Order No. 22739320 - Filing Fee Re: Initial Status Conference Report, Proof of Service	19.71	69.15
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	0.20	69.35
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	0.20	69.55
07/24/2024	Expense		One Legal LLC	One Legal Order No. 23377190 - Filing Fee Re: Joint Case Management Conference Statement, Proof of Service	20.68	90.23
09/30/2024	Journal Entry	Aug/Sept. 2024 Print.		Aug/Sept. 2024 Printing	0.45	90.68
01/21/2025	Check	4105	Serratore Law	Mediation	7,000.00	7,090.68
01/31/2025	Journal Entry	Jan 2025 Printing		January 2025 Printing	0.10	7,090.78
02/24/2025	Check		Berger Consulting Group	Inv. 14350-2	1,642.50	8,733.28
02/28/2025	Journal Entry	Feb 2025 Printing		Feb 2025 Printing	0.10	8,733.38
Total for Sum v. A-Team Security (002-596)					\$8,733.38	
TOTAL					\$8,733.38	

EXHIBIT 4

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

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

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

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

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);