

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047

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

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

CRUZ M. JUAREZ and JOSEPH
GONZALES, individuals, on behalf of
Plaintiffs, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

CENTURY COMMERCIAL SERVICE dba
CENTURY LIGHTING & ELECTRIC, a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 25CV461988

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: July 30, 2026

Time: 2:30 p.m.

Judge: Hon. Beth McGowen

Dept.: 22

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of Zakay Law Group, APLC (hereinafter “Class Counsel”). I
5 am co-counsel of record for Plaintiffs Cruz M. Juarez and Joseph Gonzales (“Plaintiffs”) in this
6 wage and hour class and PAGA action filed against Defendant Century Commercial Service dba
7 Century Lighting & Electric (“Defendant”).

8 2. This declaration is being submitted in support of Plaintiffs’ Motion for Preliminary
9 Approval of Class Action and PAGA Settlement.

10 3. I do not have any actual or potential conflicts with the Class Members and or the
11 Administrator. Further, I have no interest in, monetary or otherwise, with the Administrator.

12 I. EXHIBITS

13 4. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed
14 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (“Agreement”
15 or “Settlement Agreement”). Attached as **Exhibit “A”** to the Agreement is a true and correct copy
16 of the proposed Notice of Pendency of Class and Representative Action Settlement and Final
17 Hearing Date (“Class Notice”).

18 5. Attached hereto as **Exhibit “2”** is a true and correct copy of the proof of filing with
19 the Labor and Workforce Development Agency notice of this settlement with the Settlement
20 Agreement and Motion for Preliminary Approval of Class Action and PAGA Settlement
21 evidencing Class Counsel’s compliance with California Labor Code Section 2699(s)(2).

22 6. Attached hereto as **“Exhibit 3”** is a true and correct copy of Zakay Law Group,
23 APLC “Firm Resume” detailing some of the major cases Zakay Law Group, APLC has undertaken.

24 II. CLASS COUNSEL’S EXPERIENCE

25 7. Plaintiffs are represented by competent Class Counsel who have extensive
26 experience in litigating wage and hour class action cases. My firm has worked on this matter over
27 the course of the litigation during the last sixteen months. My credentials are reflected in the Zakay
28 Law Group, APLC firm resume, a true and correct copy of which is attached hereto as **Exhibit “3”**.

1 Some of the major cases my firm has undertaken are also set forth in **Exhibit “3”**. I have had class
2 litigation experience, mostly in the area of employment class actions, unfair business practices, and
3 other complex litigation. I have experience in cases involving labor code violations and wage and
4 hour claims. I have litigated similar wage and hour cases against other employers on behalf of
5 employees. I have been approved as experienced class counsel in courts throughout California.

6 **III. INTRODUCTION**

7 8. An objective evaluation of the Settlement confirms that the relief negotiated on
8 behalf of the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties
9 at arm’s length. The Settlement confers substantial benefits to the Class Members. The relief offered
10 by the Settlement is particularly impressive when viewed against the difficulties encountered by
11 plaintiffs in pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding
12 to trial, Settlement Class Members will not have to wait (possibly years) for relief, nor will they
13 have to bear the risk of class certification being denied or of Defendant prevailing at trial. The entire
14 Net Settlement Amount will be paid to all Settlement Class Members who do not opt out of the
15 Settlement resulting in an average Individual Settlement Payment of approximately **\$1,082.43** (Net
16 Settlement divided by 575 Class Members).

17 **IV. FACTS AND PROCEDURE**

18 **A. Overview of the Litigation**

19 9. The Parties agreed to mediate both the PAGA Action and Class Action. On February
20 11, 2026, the Parties participated in a full day mediation presided over by the Hon. Brian C. Walsh
21 (Ret.). The Parties reached a settlement after accepting a mediator's proposal, and signed a
22 Memorandum of Understanding on April 10, 2026. After reaching an agreement in principle, the
23 Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant
24 motion.

25 10. To facilitate the settlement, on June 24, 2026, Plaintiffs filed a Second Amended
26 Complaint in the Class Action which adds all of the facts, theories, and alleged California Labor Code
27 violations for Civil Penalties pursuant to PAGA as alleged in the PAGA Notices submitted on March
28

1 25, 2025, and July 16, 2025, as well as all of the facts, theories, and alleged California Labor Code
2 violations, as alleged in the operative complaint in the PAGA Action

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

4 11. Months before filing the Action, Class Counsel began their pre-filing investigation
5 into Plaintiff Juarez's complaints. Class Counsel's investigation started with several lengthy
6 interviews with Plaintiff Juarez. At the conclusion of the interviews and review of documents, Class
7 Counsel determined that Plaintiff Juarez's complaints justified further inquiry.

8 12. Class Counsel requested Plaintiff Juarez's employee file from Defendant. In
9 response, Defendant produced various documents, including but not limited to, copies of Plaintiff
10 Juarez's payroll records and applicable company policies during the Class Period. Class Counsel
11 reviewed and analyzed the documents and determined the documents appeared to substantiate
12 Plaintiff Juarez's claim that Defendant failed to, among other things, pay for all time worked and
13 issue accurate itemized wage statements.

14 13. When Plaintiff Gonzales retained Class Counsel in May 2025, Class Counsel then
15 repeated this process once again, and conducted lengthy interviews with Plaintiff Gonzales,
16 requested various documents from Plaintiff Gonzales, and requested and received Plaintiff
17 Gonzales' employee file from Defendant, which included his payroll and time records, and relevant
18 policy documents.

19 14. Considering the many anticipated factual disputes, the Parties agreed that it would
20 be in the best interest of both Parties to mediate the matter. In anticipation of mediation Defendant
21 produced a sample of time and payroll records for 49% of the Class, along with copies of applicable
22 handbooks, policies, and agreements.

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

1 16. BCG analyzed Defendant's time and payroll data from 281 employees
2 (approximately 49% of the Class) to assist in the development of various damage models. Among
3 other things, BCG estimated the number of missed, late, or truncated meal and rest periods, the
4 amount of unpaid and off-the-clock wages, and the potential liability for derivative claims including
5 waiting time penalties and wage statement violations. These damage models informed and guided
6 Class Counsel during the mediated settlement discussions.

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

18 18. Class Counsel only agreed to enter the Settlement following this thorough
19 investigation and evaluation of Plaintiffs' claims. Based on their investigation of the facts,
20 applicable law, and marketplace for similar settlements, and considering the risk of significant delay,
21 uncertainty associated with litigation, and the various defenses asserted by Defendant, Class
22 Counsel firmly believe this Agreement to be in the best interests of the Class Members.

23 **C. The Parties Settled at Mediation**

24 19. On February 11, 2026, the Parties attended a full day of mediation presided over by
25 the Hon. Brian C. Walsh (Ret.), a respected mediator of wage and hour class and representative
26 actions. Judge Walsh assisted in managing the Parties' expectations and provided a useful, neutral
27 analysis of the issues and risks to both sides. The Parties made substantial progress with Judge
28 Walsh's assistance. Namely, the Parties exchanged information regarding their respective claims

1 and defenses, including their respective evaluation of the damages. The Parties reached a settlement
2 after accepting a mediator's proposal. Class Counsel submit that the Settlement constitutes a fair,
3 adequate, and reasonable compromise of the claims at issue.

4 V. ARGUMENT

5 A. The Court Should Preliminarily Approve the Proposed Class and PAGA Action 6 Settlement

7 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by
8 Experienced Counsel.

9 20. The Parties participated in mediation with the highly respected mediator, the Hon.
10 Brian C. Walsh (Ret.) Judge Walsh managed the Parties' expectations and provided a useful, neutral
11 analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C
12 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's
13 participation weighs considerably against any inference of a collusive settlement); *D'Amato v.*
14 *Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification
15 settlement negotiations helps to ensure that the proceedings were free of collusion and undue
16 pressure.")). At all times, the Parties' negotiations were at an arm's length, adversarial, and non-
17 collusive. The Parties reached a settlement after accepting a mediator's proposal.

18 21. Once the Parties reached a settlement, the Parties engaged in negotiations regarding
19 the written terms of the class action and PAGA settlement. The Agreement is the final product of
20 the mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a
21 reasonable compromise of the claims at issue.

22 2. Class Counsel's Thorough Investigation Provided an Objective Measurement of the
23 Settlement's Reasonableness.

24 22. As set forth in greater detail above, Class Counsel conducted a very thorough
25 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
26 review, data analysis and legal research, Class Counsel also researched similar wage and hour
27 actions. Although no two cases are identical, this research provided Class Counsel with a marker
28 to inform settlement discussions and, ultimately, to measure this settlement against. The

1 investigation allowed Class Counsel to realistically assess the value of the claims and intelligently
2 engage defense counsel in settlement discussions that culminated in the proposed settlement now
3 before the Court.

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

11 **a. The Gross Settlement Amount Meets the Recognized Range of Reasonableness.**

12 24. The Gross Settlement Amount of \$1,136,097.16 is fair and reasonable considering
13 the nature and magnitude of the claims being settled and the various potential impediments to
14 recovery. Prior to mediation, Class Counsel developed economic damage models measuring
15 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
16 various models were informed by Class Counsel's investigation, including the analysis of a 49%
17 sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class*
18 *claims* (excluding PAGA penalties) to be approximately \$5,669,135.33 if successful at trial. Thus,
19 the Gross Settlement Amount of \$1,136,097.16 represents approximately 20% of Defendant's *class-*
20 *wide* liability exposure as estimated by Class Counsel at the time of mediation. The following
21 summarizes Defendant's estimated exposure.

22 25. Plaintiffs allege that Defendant failed to pay employees for all hours worked.
23 Specifically, Plaintiffs allege that they were only permitted to clock in once they were en route to a
24 job but were required to perform significant work prior to that time, including loading whatever
25 fixtures and tools were needed for the day into their truck. Likewise, Plaintiffs allege that they were
26 required to clock out once they had arrived back at the loading site at the end of a job but again, had
27 significant work to perform at this time, including unloading all light fixtures into the storage unit,
28 organizing the storage unit, recycling various parts of broken light fixtures, disposing of parts that

1 could not be put into a trash bin without creating a fire hazard, and cleaning their work vehicle to
2 prepare for the following day. Defendant contends that it began adding an additional 15 minutes to
3 all affected employees to account for any pre or post shift work, beginning in September 2024.
4 Defendant further argues that any determination of uncompensated time would require highly
5 individualized inquiries not suitable for class treatment. Taking Defendant's defenses into account,
6 Plaintiffs estimated Defendant's damages stemming from this claim to be \$1,364,439.30. This
7 number was calculated by assuming each Class Member was underpaid 15 minutes of work until
8 September 2024, when Defendant changed its policy. Plaintiffs then applied a 30% discount to
9 account for Class Members that occupied roles that did not require loading and unloading a work
10 vehicle.

11 26. Plaintiffs allege that Defendant failed to offer timely, compliant meal periods during
12 the Class Period. Specifically, Plaintiffs allege that 70% of first meal breaks were recorded after
13 the end of the fifth hour, and moreover, that Defendant's written meal period policy fails to inform
14 employees that they are entitled to take a meal period before the end of their fifth hour of work.
15 Defendant denies liability for these alleged violations and argues that it ensured employees had the
16 opportunity to take compliant meal periods, and that any claimed violations would require
17 individualized inquiries not suitable for class treatment. Taking Defendant's defenses into account,
18 Plaintiffs estimated Defendant's damages stemming from this claim to be \$1,534,588.89. This
19 number was calculated by assuming that each of the meal periods recorded as "late" was non-
20 compliant. Plaintiffs then applied a 30% discount to account for Defendant's defenses.

21 27. Plaintiffs also allege that Defendant failed to provide compliant rest periods.
22 Specifically, Plaintiffs allege that Defendant's written rest period policy informs employees that
23 they are entitled to take a rest period for each 4-hour shift, rather than each 3.5 hour shift. The
24 policy also fails to inform employees that they are entitled to a rest period premium for each day on
25 which they are not offered a compliant rest period. A review of the data produced by Defendant
26 showed that Defendant did not pay any rest period premiums during the Class Period. Plaintiffs
27 allege that the same understaffing and workload conditions that prevented Class Members from
28 taking compliant meal periods also prevented them from taking compliant rest periods. Defendant

1 denied liability for these alleged violations and contends that it maintained legally compliant
2 practices concerning rest periods throughout the Class Period. Defendant further argues that this
3 claim is highly individualized and not suitable for class certification. See, e.g., *Ordonez v. Radio*
4 *Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 (“Because of the competing
5 testimony before the Court, plaintiff’s evidence that defendant may have an illegal, written rest
6 break policy is insufficient for this Court to find that common issues predominate.”); *Villa v. United*
7 *Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed,
8 Plaintiff’s own evidence confirms that the written policy does not generate uniform practices”).
9 Taking Defendant’s defenses into account, Plaintiffs estimated Defendant’s damages stemming
10 from this claim to be \$1,534,588.89. This number was calculated by assuming the rest period non-
11 compliance rate mirrored the meal period non-compliance rate, above. Plaintiffs then applied a 30%
12 discount to account for the defenses raised by Defendant.

13 28. Plaintiffs alleged that Defendant required Class Members to use their personal
14 cellular phones as a result of and in furtherance of their job duties but did not reimburse them.
15 Specifically, Plaintiffs and Class Members were required to use their personal cell phones in order
16 to access various apps needed to complete their job, including Paylocity, Hubconnect, and
17 FieldDesk. California employers who require employees to incur personal business expenses for
18 work purposes must reimburse the employee for the cost incurred. (*See* Cal. Labor Code § 2802(a),
19 providing that “An employer shall indemnify his or her employee for all necessary expenditures or
20 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
21 or her obedience to the directions of the employer...”). Plaintiffs estimated Defendant’s damages
22 stemming from this claim to be \$74,944.35. This number was calculated by assuming that each
23 Class Member was owed \$25 per month for each month employed, as reimbursement for the use of
24 their personal cell phones.

25 29. Plaintiffs also allege that when they and other Class Members earned non-
26 discretionary bonuses and commissions, Defendant failed to calculate that compensation into the
27 regular rate of pay when calculating Class Members’ overtime wages, meal period premiums, and
28 redeemed sick pay. Plaintiffs calculated that Class Members were underpaid in these categories of

1 earnings during the Class Period by approximately \$97,423.00. This number was calculated by
2 analyzing each pay period in which a Class Member received compensation labeled as “BONUS”
3 or “COMMISSION WITH PO” in the same pay period in which they worked overtime, received a
4 meal period premium, or redeemed sick time, and totaling the underpayment of wages

5 30. Plaintiffs also allege that Defendant’s aforementioned violations resulted in
6 derivative violations of California Labor Code sections 203 and 226(a). Class Counsel considered
7 the arguable presence of various penalties and weighed the potential recoveries against probable
8 defenses, including potential obstacles in proving the “willful” prong needed to obtain waiting time
9 penalties under Labor Code section 203, showing that Class Members suffered an “injury” because
10 of wage statement violations, as required by Labor Code section 226, or that meal and rest period
11 violations may not entitle employees like Plaintiffs and the Class Members to pursue the derivative
12 waiting time and itemized wage statement penalties. (See *Naranjo v. Spectrum Security Services,*
13 *Inc.*, (2019) 40 Cal. App. 5th 444 (review granted); *Maldonado v. Epsilon Plastics, Inc.* (2018) 22
14 Cal. App. 5th 1308.) Although the Class arguably could have seen a significant payout for these
15 penalties if Plaintiffs prevailed on every penalty claim, Plaintiffs would not recover any derivative
16 penalties if they failed to prove the underlying claims. Moreover, Plaintiffs would have to overcome
17 damaging precedent to prove the Class deserved the penalties. See, e.g., *Howard v. CVS Caremark*
18 *Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class certification for the
19 same penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1134-1137 (C.D. Cal. 2011)
20 (finding insufficient evidence of bad faith or actual injury). Plaintiffs could not give the penalty
21 claims great weight given that they depended on proving the underlying claims, which according to
22 Defendant, were not supported by the facts. In light of the above, Plaintiffs estimated the exposure
23 for waiting time penalties to be approximately \$795,960.90 and the estimated exposure for wage
24 statement penalties to be \$267,190.00. These numbers were calculated by assuming each separated
25 Class Member and each wage statement were non-compliant. Taking into account the obstacles in
26 establishing these claims as outlined above, Plaintiffs then applied a 65% discount to both.

1 31. Class Counsel’s damage models also estimated Defendant’s exposure for PAGA
2 penalties. In all, Class Counsel projected Defendants’ liability exposure for PAGA claims to be
3 approximately \$973,145.00.

4 32. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$75,000.00
5 which is approximately 6.6% of the Gross Settlement Amount. This amount falls well within the
6 range of approved PAGA Payments. Sixty-five percent (65%) of the PAGA Payment (\$48,750.00)
7 will be paid to the LWDA (“LWDA Payment”), and the remaining thirty-five percent (35%) of the
8 PAGA Payment (\$26,250.00) will be distributed to the Aggrieved Employees (“Aggrieved
9 Employee Payment”), which is within the range of PAGA Payments approved by courts and should
10 be approved.

11 33. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a
12 violation for each pay period the employee worked. Again, Defendant raised several defenses that
13 presented serious threats to the claims of the Plaintiffs and the Aggrieved Employees.

14 **b. The Inherent Risks of Continued Litigation Support Preliminary Approval**

15 34. In this matter, Class Counsel negotiated a Gross Settlement Amount of
16 \$1,136,097.16 that is approximately 20% of Defendant’s maximum class-wide liability exposure
17 for damages and statutory penalties. Given the amount of the settlement here, as compared to
18 potential value of the claims, offset by the various inherent risks to continued litigation, the
19 settlement is fair and reasonable.

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

21 35. The Parties jointly drafted the Class Notice which fairly and neutrally informs the
22 Class Members of their rights and remedies. The Settlement Administrator will first verify
23 addresses, then mail the proposed Class Notice to all Class Members. The Class Notice will include
24 information regarding the nature of the lawsuit, a summary of the substance of the Settlement’s
25 terms, the procedure, and time period within which to request for exclusions or object to the
26 Settlement, the date for the final approval hearing, the formula used to calculate settlement
27 payments, and the terms and scope of the Released Class Claims. Agreement at § III(M). The
28

1 Parties negotiated this method to ensure delivering the most reasonable method of notice to the Class
2 Members while ensuring cost effective administration of the Settlement.

3 **C. The Court Should Preliminarily Approve the Service Awards**

4 36. The Settlement provides for a Service Award of \$10,000.00 for each Plaintiff. The
5 Service Awards are fair and reasonable compensation for Plaintiffs' efforts bringing the action,
6 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel
7 on the status of their case and the strategies for prosecuting the claims, and reviewing the proposed
8 Settlement to ensure that its terms are fair and provide adequate relief for the Class Members.

9 37. Class Counsel on behalf of Plaintiffs will file a formal motion for the Service
10 Awards once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that
11 the above showing is sufficient for preliminary approval of the negotiated Service Awards.

12 **D. The Court Should Preliminary Approve the Class Counsel Fees Payment and**
13 **Class Counsel Litigation Expenses Payment**

14 38. The purpose of a payment to Class Counsel for attorneys' fees and litigation costs in
15 class action litigation is to reward counsel who took the risk of non-payment and invested in a case
16 that achieved a substantial positive result for the class. Class Counsel took this matter on a
17 contingency fee basis and invested significant time and expense successfully prosecuting Plaintiffs'
18 claims. As discussed *supra*, the estimated average Individual Settlement Payment illustrates the
19 demonstrably positive outcome for the Settlement Class Members. Considering the positive
20 outcome for the Class Members, and in light of the supporting authority, the proposed Attorneys'
21 Fees and Attorneys' Expenses are fair and reasonable.

22 39. Plaintiffs will file a formal motion for the negotiated Attorneys' Fees and Attorneys'
23 Expenses once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that
24 the above showing is sufficient for preliminary approval of the negotiated Attorneys' Fees and
25 Attorneys' Expenses.

26 **E. Provisional Certification for Settlement Purposes Is Appropriate**

27 40. For Settlement purposes only, Plaintiffs contend, and Defendant does not dispute that
28 provisional certification of the Class is appropriate.

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

3 42. The statutes relating to each of Plaintiffs' claims apply with equal force and effect to
4 the entire Class. Factually, Defendant's policies and practices apply class-wide and Defendant's
5 liability can be determined by facts common to all members of the class. The wage and hour issues
6 are both numerous and substantial, and a class action is the most advantageous method of dealing
7 with the claims of the Class Members.

8 43. Plaintiffs' wage and hour claims are typical of the proposed Class because they arise
9 from the same factual basis and are based on the same legal theories applicable to the other Class
10 Members. Likewise, Plaintiffs' interests are entirely coextensive with the interests of the Class
11 Members. Plaintiffs allege that they were injured by the same company-wide practices to which the
12 proposed Class Members were subject to and seek the same relief. Plaintiffs have already
13 demonstrated their ability to advocate for the interests of the Class Members by initiating this
14 litigation and evaluating the proposed Settlement to assure that it is fair.

15 44. Additionally, Plaintiffs are represented by competent Class Counsel who have
16 extensive experience in litigating wage and hour class action cases. Class Counsel successfully
17 briefed, argued, certified, and gained state court settlement approval of the same class-wide causes
18 of action that are at issue in this case. Class Counsel's wage and hour class action experience
19 establishes that they are well qualified to represent the interests of this Class.

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45. A class action is superior to a multitude of individual lawsuits. Given the size and amount of each individual claim, the Class Members likely have little incentive to litigate their claims on an individual basis because the out-of-pocket expense and personal commitment necessary to litigate each claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication. Finally, Class Counsel is not aware of any other pending matters or actions asserting claims that will be extinguished or adversely affected by the Settlement.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of July 2026, at San Diego, California.

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for PLAINTIFF

EXHIBIT 1

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
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Telephone: (619) 599-8292

Attorneys for Plaintiffs CRUZ M. JUAREZ and JOSEPH GONZALES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

CRUZ M. JUAREZ and JOSEPH
GONZALES, individuals, on behalf of
Plaintiffs, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CENTURY COMMERCIAL SERVICE dba
CENTURY LIGHTING & ELECTRIC, a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 25CV461988

[Complaint Filed: March 25, 2025]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiffs Cruz M. Juarez and Joseph Gonzales (hereinafter "Plaintiffs"),
3 individuals, on behalf of Plaintiffs, and on behalf of all persons similarly situated, and in Plaintiffs'
4 representative capacity on behalf of the State of California and the Aggrieved Employees, and
5 Defendant Century Commercial Service dba Century Lighting & Electric ("Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" means collectively the action titled *Juarez, et al. v. Century Commercial*
8 *Service dba Century Lighting & Electric, et al.*, Santa Clara County Superior Court,
9 Case No. 25CV461988, including the Complaint, and any subsequent operative or
10 amended complaint filed in the action, as well as the action titled *Juarez, et al. v.*
11 *Century Commercial Service dba Century Lighting & Electric, et al.*, Santa Clara
12 County Superior Court, Case No. 25CV467149.
- 13 B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
14 Class and PAGA Action Claims and Release of Claims.
- 15 C. "Aggrieved Employees" means all current and former non-exempt employees who
16 worked for Defendant in California at any time during the PAGA Period.
- 17 D. "Aggrieved Employee Payment" shall mean the thirty-five percent (35%) of the
18 PAGA Payment (\$26,250.00) that will be distributed to the Aggrieved Employees as
19 described in this Agreement.
- 20 E. "Class" or the "Class Members" means all current and former non-exempt employees
21 who worked for Defendant in California, at any time during the Class Period.
- 22 F. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
23 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 24 G. "Class Counsel Award" means the award of fees and expenses that the Court
25 authorizes to be paid to Class Counsel for the services they have rendered to
26 Plaintiffs, the Class Members, and the Aggrieved Employees in the Action,
27 consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement
28 Amount currently estimated to be \$378,699.05 out of \$1,136,097.16 plus costs for

reimbursement of attorneys' expenses in an amount not to exceed \$30,000. Attorneys' fees will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; number of Workweeks during the Class Period calculated by Defendant; and number of Pay Periods during the PAGA Period calculated by Defendant. Prior to the hearing on Plaintiffs' Motion for Preliminary Approval, defense counsel shall provide Plaintiffs' counsel with a declaration setting forth the number of Workweeks during the Class Period. No later than twenty-one (21) days after the Court enters an order preliminarily approving the settlement, Defendant will provide the Settlement Administrator with the Class Data and the raw data necessary to confirm Defendant's calculation of Workweeks and Pay Periods.

I. "Class Period" means the period beginning March 25, 2021 and ending on April 12, 2026.

J. "Class Representatives" shall mean Plaintiff Cruz M. Juarez and Plaintiff Joseph Gonzales.

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

L. "Defendant" shall mean Century Commercial Service dba Century Lighting & Electric.

M. "Effective Date" means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date will be sixty (60) calendar days from the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court's overruling of objections to the settlement, then

the effective date of final approval will be thirty (30) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

N. “Funding Date” means the date by which Defendant has paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendant will pay the Gross Settlement Amount to the Settlement Administrator within sixty (60) days of the Effective Date. The Funding Date shall be advanced to the next regular business day if it falls on a holiday or a weekend.

O. “Gross Settlement Amount” means One Million, One Hundred Thirty-Six Thousand, Ninety-Seven Dollars and Sixteen Cents (\$1,136,097.16) that Defendant must pay into the QSF in connection with this Settlement. The Gross Settlement Amount is all-in with no reversion and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

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

Q. “LWDA” shall mean the California Labor and Workforce Development Agency.

R. “LWDA Payment” shall mean the sixty-five percent (65%) of the PAGA Payment (\$48,750.00) payable to the to the LWDA.

S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the Class Counsel Award, Service Awards, PAGA Payment, and Settlement Administration Costs.

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

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

- V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved Employees during the PAGA Period.
- W. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means any pay period in which an Aggrieved Employee performed work on at least one day for Defendant during the PAGA Period in California.
- X. "PAGA Period" means the period beginning March 25, 2024 and ending April 12, 2026.
- Y. "PAGA Payment" shall mean Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted in the Action.
- Z. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.
- AA. "Payment Ratio" means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.
- BB. "Plaintiffs" shall mean Cruz M. Juarez and Joseph Gonzales.
- CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.
- DD. "Released Class Claims" shall mean all the claims asserted or that could have reasonably been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints in the Action and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.
- EE. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of all claims for PAGA penalties asserted or that could reasonably have been alleged arising out of the facts alleged in the operative complaints and any amendments

thereto and Plaintiffs' respective letters to the LWDA which occurred during the
PAGA Period.

FF. "Released Parties" shall mean Defendant and its past, present and/or future, direct
and/or indirect, officers, directors, members, managers, exempt employees, agents,
representatives, attorneys, insurers, partners, investors, shareholders, administrators,
parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns,
and joint ventures, and any individual or entity that could be jointly liable with
Defendant.

GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
Administrator mails Notice Packets to Class Members and the last date on which
Class Members may submit requests for exclusion or objections to the Settlement.
Neither side shall encourage any Class Member to opt out.

HH. "Service Award" means an award in the amount of \$10,000.00 to Plaintiff Cruz M.
Juarez, and an award of \$10,000.00 to Plaintiff Joseph Gonzales, or in an amount that
the Court authorizes to be paid to the Class Representatives, in addition to their
Individual Settlement Payments and individual Aggrieved Employee Payments, in
recognition of their efforts and risks in assisting with the prosecution of the Action.
Plaintiff Cruz M. Juarez and Plaintiff Joseph Gonzales, on behalf of themselves only,
shall fully release Defendant from any and all claims that can be released by law,
whether known or unknown, and agree to waive the provisions of Civil Code section
1542.

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

JJ. "Settlement Administration Costs" shall mean the amount paid to the Settlement
Administrator from the Gross Settlement Amount for administering the Settlement
pursuant to this Agreement, currently estimated not to exceed \$10,000.00.

KK. "Settlement Administrator" means Xpand Legal Consulting LLC. The Settlement
Administrator establishes, designates, and maintains, as a QSF under Internal
Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which

the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

LL. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

MM. “Workweeks” shall mean any seven (7) consecutive days beginning on Monday and ending on Sunday, in which a Class Member performed work for Defendant during the Class Period in California.

II. RECITALS

A. On March 25, 2025, Plaintiff Cruz M. Juarez filed a Class Action complaint in the Santa Clara Superior Court, Case No. 25CV461988 (“Class Action”), alleging claims for:

1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*;
4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226.
7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§

201, 202 And 203;

8. Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802;

9. Failure to Permit Inspection of Employee Records in Violation of Cal. Lab. Code § 1198.5.

B. On March 25, 2025, Plaintiff Cruz M. Juarez filed a Notice of Violations with the LWDA and served the same on Defendant.

C. On May 30, 2025, Plaintiff Cruz M. Juarez filed a separate representative action complaint in the Santa Clara County Superior Court, Case No. 25CV467149, alleging a single cause of action for Violations of the Private Attorneys General Act under Labor Code §§ 2698 et seq. (“PAGA Action”).

D. On July 9, 2025, Plaintiffs filed a First Amended Class Action Complaint in the Class Action for the purpose of adding Plaintiff Joseph Gonzales to the Class Action.

E. On July 16, 2025, Plaintiff Joseph Gonzales filed a Notice of Violations with the LWDA and served the same on Defendant.

F. On September 22, 2025, Plaintiffs filed a First Amended Representative Action Complaint in the PAGA Action for the purpose of adding Plaintiff Joseph Gonzales.

G. On February 11, 2026, the Parties participated in a mediation presided over by Hon. Brian C. Walsh (Ret.), an experienced mediator of wage and hour class and PAGA actions. The Parties accepted the mediator’s settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

H. Prior to the filing of Plaintiffs’ Motion for Preliminary Approval, in furtherance of settlement, Plaintiffs will file a Second Amended Complaint in the Class Action, which will add all of the facts, theories, and alleged California Labor Code violations for Civil Penalties pursuant to PAGA as alleged in the PAGA Notices submitted on March 25, 2025, and July 16, 2025, as well as all of the facts, theories, and alleged California Labor Code violations, as alleged in the operative complaint in the PAGA Action. The Parties shall request that the Court excuse Defendant from responding

1 to the Second Amended Complaint during the settlement approval process. Plaintiffs
2 shall take all steps necessary to obtain dismissal of the action entitled *Juarez, et al. v.*
3 *Century Commercial Service dba Century Lighting & Electric, et al.*, Santa Clara
4 County Superior Court, Case No. 25CV467149, upon filing the Second Amended
5 Complaint.

6 I. The Class Representatives believe they have claims based on alleged violations of the
7 California Labor Code and the Industrial Welfare Commission Wage Orders, and that
8 class certification is appropriate because the prerequisites for class certification can
9 be satisfied in the Action, and this Action is manageable as a PAGA representative
10 action.

11 J. Defendant expressly denies any liability or wrongdoing whatsoever associated with
12 the claims alleged in the Action, and disputes any wages, damages and penalties
13 claimed by the Class Representatives, alleged in the operative complaint, and/or
14 alleged in the Class Representatives' LWDA Notices are owed, and further contends
15 that, for any purpose other than settlement, the Action is not appropriate for class or
16 representative action treatment. Defendant contends, among other things, that at all
17 times it complied with the California Labor Code and the Industrial Welfare
18 Commission Wage Orders.

19 K. The Class Representatives are represented by Class Counsel. Class Counsel asserts
20 that they investigated the facts relevant to the Action, including conducting an
21 independent investigation as to the allegations, reviewing documents and information
22 exchanged through informal discovery, and reviewing documents and information
23 provided by Defendant pursuant to informal requests for information to prepare for
24 mediation. Defendant produced for the purpose of settlement negotiations certain
25 employment data concerning the Class, which Class Counsel reviewed and analyzed
26 with the assistance of an expert. Based on their own independent investigation and
27 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
28 fair, reasonable, and adequate, and is in the best interest of the Class considering all

1 known facts and circumstances, including the risks of significant delay, defenses
2 asserted by Defendant, uncertainties regarding class certification, and numerous
3 potential appellate issues. Although it denies any liability, Defendant agrees to this
4 Settlement solely to avoid the inconvenience and cost of further litigation. The Parties
5 and their counsel have agreed to settle the claims on the terms set forth in this
6 Agreement.

7 L. This Agreement replaces and supersedes the Memorandum of Understanding and any
8 other agreements, understandings, or representations between the Parties with respect
9 to the Action. This Agreement represents a compromise and settlement of highly
10 disputed claims. Nothing in this Agreement is intended or will be construed as an
11 admission by Defendant that the claims in the Action of Plaintiffs or the Class
12 Members have merit or that Defendant bears any liability to Plaintiffs or the Class on
13 those claims or any other claims, or as an admission by Plaintiffs that Defendant's
14 defenses in the Action have merit.

15 M. The Parties believe that the Settlement is fair, reasonable, and adequate. The
16 Settlement was arrived at through arm's-length negotiations, considering all relevant
17 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
18 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
19 settle, compromise, and discharge all disputes and claims arising from or relating to
20 the Action fully, finally, and forever.

21 N. The Parties agree to certification of the Class for purposes of this Settlement only. If
22 for any reason the settlement does not become effective, Defendant reserves the right
23 to contest certification of any class for any reason and reserves all available defenses
24 to the claims in the Action. The Settlement, this Agreement, and the Parties'
25 willingness to settle the Action will have no bearing on and will not be admissible in
26 connection with any litigation.

27 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:
28

1 **III. TERMS OF AGREEMENT**

2 A. Settlement Consideration and Settlement Payments by Defendant.

3 1. Settlement Consideration. In full and complete settlement of the Action, and
4 in exchange for the releases set forth below, Defendant will pay a non-
5 reversionary Gross Settlement Amount of One Million, One Hundred Thirty-
6 Six Thousand, Ninety-Seven Dollars and Sixteen Cents (\$1,136,097.16). The
7 Parties agree that no portion of the Gross Settlement Amount shall revert to
8 Defendant. Other than the Defendant's share of employer payroll taxes and as
9 provided in Section III.A.2 below, Defendant shall not be required to pay more
10 than the Gross Settlement Amount.

11 2. Class Size. Defendant represents that the Class was comprised of
12 approximately 575 individuals who collectively worked approximately
13 37,694 Workweeks during the Class Period as of February 11, 2026. In regard
14 hereto, prior to the hearing on Plaintiffs' Motion for Preliminary Approval,
15 defense counsel will provide a declaration under penalty of perjury confirming
16 the number of Class Members and Workweeks worked by the Class Members
17 during the Class Period, as calculated by Defendant. Defendant shall also
18 provide the necessary raw data to the Settlement Administrator which allows
19 the Settlement Administrator to confirm Defendant's calculation of the
20 number of Workweeks and PAGA Pay Periods after preliminary approval is
21 granted. Should the actual number of Workweeks worked during the Class
22 Period increase beyond 10% of the estimated 37,694 Workweeks, the Gross
23 Settlement Amount will be increased by the percentage over 110% of the
24 increased Workweeks. For example, if the total Workweeks in the Class
25 Period are 115% of 37,694, the Gross Settlement Amount will increase by 5%.
26 If the number of Workweeks exceeds 37,694 by more than 10%, then
27 Defendant shall have the option of shortening the Class Period by advancing
28 the end date of the Class Period, so that the number of Workweeks does not

exceed 37,694 by more than 10%, in lieu of increasing the Gross Settlement Amount.

3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator, on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

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

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

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiffs, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendant for the Released PAGA Claims.

D. Release by Plaintiff Cruz M. Juarez.

1. Plaintiffs' Release. Plaintiff Juarez and Plaintiff Gonzales, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences whether known or unknown, which exist or may exist on his behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,

1 defamation claims, fraud claims, quantum meruit claims, and any and all claims
2 arising under any federal, state or other governmental statute, law, regulation or
3 ordinance, including, but not limited to claims for violation of the Fair Labor
4 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
5 Welfare Commission, other state wage and hour laws, the Americans with Disabilities
6 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
7 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
8 Employment and Housing Act, the California Family Rights Act, the Family Medical
9 Leave Act, California's Whistleblower Protection Act, California Business &
10 Professions Code Section 17200 et seq., and any and all claims arising under any
11 federal, state or other governmental statute, law, regulation or ordinance.
12 ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to
13 enforce this Agreement or to any claims for vested benefits. Plaintiffs' acknowledge
14 that Plaintiffs may discover facts or law different from, or in addition to, the facts or
15 law that Plaintiffs now know or believe to be true but agree, nonetheless, that
16 Plaintiffs' Release shall be and shall remain effective in all respects, notwithstanding
17 such different or additional facts or Plaintiffs' discovery of them.

18 2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the
20 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
21 which reads:

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

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

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

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

F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, it fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

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;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

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

G. Failure to Fund the Gross Settlement Amount. If Defendant fails to fully fund the Gross Settlement Amount pursuant to the timeline outlined above, Plaintiffs shall be entitled to all reasonable attorneys' fees, costs, and interest in any proceeding to enforce the terms of this Agreement. Moreover, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

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

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

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

19 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
20 this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting
21 Preliminary Approval and supporting papers, which shall include this Settlement
22 Agreement. Plaintiffs will provide Defendant with a draft of the Motion at least three
23 (3) business days prior to the filing of the Motion to give Defendant an opportunity to
24 review and comment upon the Motion.

25 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
26 establishing and administering the QSF; calculating, processing and mailing payments
27 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
28 mailing the Notice Packets to the Class Members as directed by the Court; receiving

and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received.

M. Notice Procedure.

1. Class Data. No later than twenty-one (21) days after the Court enters an order preliminarily approving the settlement, Defendant will provide the Settlement Administrator with the Class Data and the raw data necessary to confirm Defendant's calculation of Workweeks and PAGA Pay Periods for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current

1 mailing address, to which the Individual Settlement Payments and/or
2 Aggrieved Employees' individual shares of the Aggrieved Employee
3 Payment will be mailed following the Funding Date. The Notice of
4 Class Action Settlement shall set forth the release to be given by all
5 members of the Class who do not request to be excluded from the
6 Settlement Class and/or Aggrieved Employees in exchange for an
7 Individual Settlement Payment and/or Aggrieved Employees'
8 individual shares of the Aggrieved Employee Payment, the number of
9 Workweeks worked by each Class Member during the Class Period,
10 and number of PAGA Periods worked by each Aggrieved Employee
11 during the PAGA Period, if any, and the estimated amount of their
12 Individual Settlement Payment if they do not request to be excluded
13 from the Settlement and each Aggrieved Employees' share of the
14 Aggrieved Employee Payment, if any. The Settlement Administrator
15 shall use the Class Data to determine Class Members' Workweeks and
16 PAGA Pay Periods. The Notice will also advise the Aggrieved
17 Employees that they will release the Released PAGA Claims and will
18 receive their share of the Aggrieved Employee Payment regardless of
19 whether they request to be excluded from the Settlement.

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

26 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement
27 Administrator will perform a search based on the National Change of Address
28 Database to update and correct any known or identifiable address changes.

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No later than thirty (30) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail ~~and electronic mail~~. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Class Member who is currently employed by Defendant is returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fourteen (14) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of employment, to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an

1 adjustment is warranted. The Settlement Administrator shall determine the
2 eligibility for, and the amounts of, any Individual Settlement Payments under
3 the terms of this Agreement. The Settlement Administrator's determination
4 of the eligibility for and amount of any Individual Settlement Payment shall
5 be binding upon the Class Member and the Parties.

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

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

as specified below, and in consideration, will be bound by the Release by the PAGA Class as set forth herein. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion. Defendant retains the right, in the exercise of its sole discretion, to nullify the settlement within twenty-one (21) days after the Settlement Administrator provides a final report concerning the number of Requests for Exclusion following the expiration of the Response Deadline, if ten percent (10%) or more of Class Members exclude themselves from the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make

1 their objections orally at the Final Approval/Settlement Fairness Hearing with
2 the Court's permission. Settlement Class Members will have a right to appear
3 at the Final Approval/Settlement Fairness Hearing to have their objections
4 heard by the Court regardless of whether they submitted a written objection.
5 At no time shall any of the Parties or their counsel seek to solicit or otherwise
6 encourage Class Members to file or serve written objections to the Settlement
7 or appeal from the Order and Final Judgment. Class Members who submit a
8 written request for exclusion may not object to the Settlement. Class Members
9 may not object to the PAGA Payment.

10 N. Allocation of the Gross Settlement Amount.

- 11 1. Calculation of Individual Settlement Payments. Individual Settlement
12 Payments shall be paid from the Net Settlement Amount and shall be paid
13 pursuant to the formula set forth herein. Using the raw data used by Defendant
14 to calculate Workweeks during the Class Period, the Settlement Administrator
15 shall add up the total number of Workweeks for all Class Members. The
16 respective Workweeks for each Class Member will be divided by the total
17 Workweeks for all Class Members, resulting in the Payment Ratio for each
18 Class Member. Each Class Member's Payment Ratio will then be multiplied
19 by the Net Settlement Amount to calculate each Class Member's estimated
20 Individual Settlement Payments. Each Individual Settlement Payment will be
21 reduced by any legally mandated employee tax withholdings (e.g., employee
22 payroll taxes, etc.). Individual Settlement Payments for Class Members who
23 submit valid and timely requests for exclusion will be redistributed to
24 Settlement Class Members who do not submit valid and timely requests for
25 exclusion on a pro rata basis based on their respective Payment Ratios.
- 26 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
27 raw data used by Defendant to calculate PAGA Pay Periods during the PAGA
28 Period, the Settlement Administrator shall add up the total number of PAGA

1 Pay Periods for all Aggrieved Employees during the PAGA Period. The
2 respective PAGA Pay Periods for each Aggrieved Employee will be divided
3 by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the
4 “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved
5 Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved
6 Employee Payment to calculate each Aggrieved Employee’s estimated share
7 of the Aggrieved Employee Payment.

8 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
9 Settlement Payments shall be allocated and treated as 20% wages (“Wage
10 Portion”) and 80% interest and penalties (“Penalties Portion”). The Wage
11 Portion of the Individual Settlement Payments shall be reported on IRS Form
12 W-2 and the Penalty Portion and Interest Portion of the Individual Settlement
13 Payments shall be reported on IRS Form 1099 issued by the Settlement
14 Administrator.

15 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
16 Employee Payments shall be allocated and treated as 100% penalties and shall
17 be reported on IRS Form 1099.

18 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
19 individual shares of the PAGA Payment made to Settlement Class Members
20 and/or Aggrieved Employees under this Settlement Agreement, as well as any
21 other payments made pursuant to this Settlement Agreement, will not be
22 utilized to calculate any additional benefits under any benefit plans to which
23 any Class Members may be eligible, including, but not limited to profit-
24 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
25 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
26 Parties’ intention that this Settlement Agreement will not affect any rights,
27 contributions, or amounts to which any Class Members may be entitled under
28 any benefit plans.

- 1 6. All monies received by Settlement Class Members under the Settlement which
2 are attributable to wages shall constitute income to such Settlement Class
3 Members solely in the year in which such monies are received by the Settlement
4 Class Members. It is the intent of the Parties that Individual Settlement
5 Payments and individual shares of the PAGA Payment provided for in this
6 Settlement Agreement are the sole payments to be made by Defendant to
7 Settlement Class Members and/or Aggrieved Employees in connection with this
8 Settlement Agreement, with the exception of Plaintiffs, and that the Settlement
9 Class Members and/or Aggrieved Employees are not entitled to any new or
10 additional compensation or benefits as a result of having received the Individual
11 Settlement Payments and/or their shares of the Aggrieved Employee Payment.
- 12 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
13 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
14 and/or Aggrieved Employees' last known mailing address no later than fifteen
15 (15) business days after the Funding Date.
- 16 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
17 Employees shall remain valid and negotiable for one hundred and eighty (180)
18 days from the date of their issuance. If a Settlement Class Member and/or
19 Aggrieved Employees does not cash his or her settlement check within ninety
20 (90) days, the Settlement Administrator will send a letter to such persons,
21 advising that the check will expire after the 180th day, and invite that
22 Settlement Class Member and/or Aggrieved Employees to request reissuance
23 in the event the check was destroyed, lost, or misplaced. In the event an
24 Individual Settlement Payment and/or Aggrieved Employees' individual
25 share of the PAGA Payment check has not been cashed within one hundred
26 and eighty (180) days, all funds represented by such uncashed checks, plus
27 any interest accrued thereon, shall be transmitted to the State Controller's
28

1 Unclaimed Property Fund in the name of the Class Member who did not claim
2 the funds.

3 9. Service Award. In addition to the Individual Settlement Payments as
4 Settlement Class Members and their individual share of the Aggrieved
5 Employee Payment, Plaintiffs will apply to the Court for an award of not more
6 than \$10,000 for Plaintiff Cruz M. Juarez, and not more than \$10,000 for
7 Plaintiff Joseph Gonzales, as the Service Award. Defendant will not oppose a
8 Service Award of not more than \$10,000 for Plaintiff Cruz M. Juarez, and of
9 not more than \$10,000 for Plaintiff Joseph Gonzales. The Settlement
10 Administrator shall pay the Service Award, either in the amounts stated herein
11 if approved by the Court or some other amounts as approved by the Court, to
12 Plaintiffs, and each of them, from the Gross Settlement Amount no later than
13 fifteen (15) calendar days after the Funding Date. Any portion(s) of the
14 requested Service Award that is not awarded to the Plaintiffs as Class
15 Representatives shall be part of the Net Settlement Amount and shall be
16 distributed to Settlement Class Members as provided in this Agreement. The
17 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs
18 for their Service Award. Plaintiffs shall be solely and legally responsible to
19 pay any and all applicable taxes on their Service Award payments and shall
20 hold harmless the Released Parties from any claim or liability for taxes,
21 penalties, or interest arising as a result of the Service Award. Approval of this
22 Settlement shall not be conditioned on Court approval of the requested amount
23 of the Service Award. If the Court reduces or does not approve the requested
24 Service Award, Plaintiffs shall not have the right to revoke the Settlement, and
25 it will remain binding.

26 10. Class Counsel Award. Defendant will not oppose a motion for Attorneys' Fees
27 not to exceed one-third of the Gross Settlement Amount, currently estimated
28 to be Three Hundred Seventy-Eight Thousand, Six Hundred Ninety-Nine

1 Dollars and Five Cents (\$378,699.05) *and* reimbursement of Attorneys'
2 Expenses in an amount not to exceed \$30,000. Any awarded Class Counsel
3 Award shall be paid from the Gross Settlement Amount. Any portion of the
4 requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to
5 Class Counsel shall be part of the Net Settlement Amount and shall be
6 distributed to Settlement Class Members as provided in this Agreement. The
7 Settlement Administrator shall allocate and pay the Attorneys' Fees to Class
8 Counsel from the Gross Settlement Amount no later than fifteen (15) calendar
9 days after the Funding Date. Class Counsel shall be solely and legally
10 responsible to pay all applicable taxes on the payment made pursuant to this
11 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
12 MISC to Class Counsel for the payments made pursuant to this paragraph.

13 11. PAGA Payment. Seventy-Five Thousand Dollars and Zero Cents
14 (\$75,000.00) shall be allocated from the Gross Settlement Amount for
15 settlement of claims for civil penalties under PAGA. The Settlement
16 Administrator shall pay sixty-five percent (65%) of the PAGA Payment
17 (\$48,750.00) to the LWDA no later than fifteen (15) calendar days after the
18 Effective Date. Thirty-five percent (35%) of the PAGA Payment (\$26,250.00)
19 will be distributed to the Aggrieved Employees as described in this
20 Agreement. If the Court approves a PAGA Payment in an amount less than
21 the amount specified above, any remainder shall be part of the Net Settlement
22 Amount and shall be distributed to Settlement Class Members as provided in
23 this Agreement.

24 12. Settlement Administration Costs. The Settlement Administrator shall be paid
25 for the costs of administration of the Settlement from the Gross Settlement
26 Amount. The estimate of the Settlement Administration Costs is \$10,000.00.
27 The Settlement Administrator shall be paid the Settlement Administration
28 Costs no later than fifteen (15) calendar days after the Effective Date. If the

1 Court approves an amount less than the estimate, or the Settlement
2 Administration costs are less than the estimate, any remainder shall be part of
3 the Net Settlement Amount and shall be distributed to Settlement Class
4 Members as provided in this Agreement.

5 O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with
6 the Court a Motion for Order Granting Final Approval and Entering Judgment as soon
7 thereafter as practicable following the expiration of the Response Deadline, which
8 motion shall request final approval of the Settlement and a determination of the
9 amounts payable for the Service Award, the Class Counsel Award, the PAGA
10 Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendant
11 with a draft of the Motion at least three (3) business days prior to the filing of the
12 Motion to give Defendant an opportunity to propose changes or additions to the
13 Motion.

- 14 1. Declaration by Settlement Administrator. No later than seven (7) days after
15 the Response Deadline, the Settlement Administrator shall submit a
16 declaration in support of Plaintiffs' motion for final approval of this
17 Settlement detailing the number of Notice Packets mailed and re-mailed to
18 Class Members, the number of undeliverable Notice Packets, the number of
19 timely requests for exclusion, the full names of any Class Members who opt
20 out of the Settlement, the number of objections received, the amount of the
21 average, lowest, and highest Individual Settlement Payments, the amount of
22 the average, lowest, and highest Aggrieved Employee Payments, the
23 Settlement Administration Costs, and any other information as the Parties
24 mutually agree or the Court orders the Settlement Administrator to provide.
- 25 2. Final Approval Order and Judgment. Class Counsel shall present an Order
26 Granting Final Approval of Class Action Settlement to the Court for its
27 approval, and Judgment thereon, at the time Class Counsel files the Motion
28 for Final Approval.

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an
2 opportunity for Counsel for Defendant to review the Motions for Preliminary and Final
3 Approval, including the Order Granting Final Approval of Class Action Settlement,
4 and Judgment at least three (3) business days in advance of filing with the Court. The
5 Parties and their counsel will cooperate with each other and use their best efforts to
6 affect the Court's approval of the Motions for Preliminary and Final Approval of the
7 Settlement, and entry of Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by a
14 written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate
17 this Agreement and to take all appropriate Action required or permitted to be taken by
18 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
19 documents required to effectuate the terms of this Agreement. The persons signing
20 this Agreement on behalf of Defendant represent and warrant that he/she is authorized
21 to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that
22 they are authorized to sign this Agreement and that they have not assigned any claim,
23 or part of a claim, covered by this Settlement to a third-party.
- 24 S. No Public Comment: The Parties and their counsel agree that they will not issue any
25 press releases, initiate any contact with the press, respond to any press inquiry, or have
26 any communication with the press about the fact, amount, or terms of the Settlement
27 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
28 of its terms for any marketing or promotional purposes. Nothing herein will restrict

1 Class Counsel from including publicly available information regarding this settlement
2 in future judicial submissions regarding Class Counsel's qualifications and experience.
3 Further, Class Counsel will not include, reference, or use the Settlement Agreement
4 for any marketing or promotional purposes, either before or after the Motion for
5 Preliminary Approval is filed.

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

8 U. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
9 shall be governed by and interpreted according to the laws of the State of California.

10 V. Counterparts. This Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them shall be deemed to be one and the same
12 instrument provided that counsel for the Parties to this Agreement shall exchange
13 among themselves copies or originals of the signed counterparts.

14 W. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
15 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
16 Settlement after extensive arms-length negotiations, taking into account all relevant
17 factors, present and potential.

18 X. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
19 respect to the interpretation, implementation, and enforcement of the terms of this
20 Agreement and all orders and judgments entered in connection therewith, and the
21 Parties and their counsel submit to the jurisdiction of the Court for purposes of
22 interpreting, implementing and enforcing the settlement and all orders and judgments
23 entered in connection with this Agreement.

24 Y. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
25 the Court shall first attempt to construe the provisions valid to the fullest extent
26 possible consistent with applicable precedents so as to define all provisions of this
27 Agreement valid and enforceable.

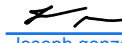
1 Z. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
2 certification for purposes of this settlement only.

3 AA. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
4 Released Class Claims and Released PAGA Claims have merit and give rise to liability
5 on the part of Defendants. Defendant claims that the Released Class Claims and
6 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
7 is a compromise of disputed claims. Nothing contained in this Agreement and no
8 documents referred to and no action taken to carry out this Agreement may be
9 construed or used as an admission by or against the Defendant or Plaintiffs or Class
10 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
11 specifically set forth herein, each Party shall be responsible for and shall bear its/his
12 own attorney's fees and costs.

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14 **[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**
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IT IS SO AGREED, AS TO FORM AND CONTENT, BY PLAINTIFFS:

DATED: 06/26/2026


Joseph gonzales (Jun 26, 2026 11:48:59 PDT)

JOSEPH GONZALES

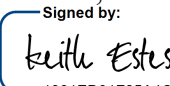
DATED: 06/29/2026


Cruz M. Juarez@gmail.com (Jun 29, 2026 18:09:16 PDT)

CRUZ M. JUAREZ

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

DATED: 7/1/2026

Signed by:

1381ED01F25A4C1...
CENTURY COMMERCIAL SERVICE DBA
CENTURY LIGHTING & ELECTRIC

Keith Estes

Printed Name

CEO

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiffs and the Settlement Class
Members

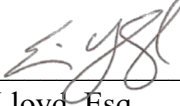
DATED: 06/29/2026

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for Plaintiffs and the Settlement Class
Members

DATED: July 1, 2026

MEDINA MCKELVEY LLP

By: 
Eric Lloyd, Esq.
Attorneys for Defendant CENTURY COMMERCIAL
SERVICE DBA CENTURY LIGHTING & ELECTRIC

IT IS SO AGREED, AS TO FORM AND CONTENT, BY PLAINTIFFS:

DATED: _____

JOSEPH GONZALES

DATED: _____

CRUZ M. JUAREZ

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

DATED: _____

CENTURY COMMERCIAL SERVICE DBA
CENTURY LIGHTING & ELECTRIC

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: June 25, 2026

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.

Attorneys for Plaintiffs and the Settlement Class
Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay, Esq.

Attorneys for Plaintiffs and the Settlement Class
Members

DATED: _____

MEDINA MCKELVEY LLP

By: _____
Eric Lloyd, Esq.

Attorneys for Defendant CENTURY COMMERCIAL
SERVICE DBA CENTURY LIGHTING & ELECTRIC

EXHIBIT A

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

*(Juarez, et al. v. Century Commercial Service dba Century Lighting & Electric
Santa Clara County Superior Court Case No. 25CV461988)*

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<<[REDACTED]>>. Your estimated Individual PAGA Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the above payment(s) will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment(s), you will release claims against the Defendant as detailed below.
Exclude Yourself	If you don't want to fully participate in the proposed settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Instructions are provided below.

1. Why did I get this Notice?

A proposed class and representative action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Santa Clara (the "Court") has been reached between Plaintiff Joseph Gonzales, Plaintiff Cruz M. Juarez (collectively, "Plaintiffs") and Defendant Century Commercial Service dba Century Lighting & Electric. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All current and former non-exempt employees who worked for Defendant in California at any time during the Class Period. The Class Period is defined as the period from March 25, 2021, until April 12, 2026 ("Class Period").

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

2. What is this lawsuit about?

On March 25, 2025, Plaintiff Cruz M. Juarez filed a Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara. Plaintiff Cruz M. Juarez asserted claims against Defendant for: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226.; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (8) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; and (9) Failure to Permit Inspection of Employee Records in Violation of Cal. Lab. Code § 1198.5. On March 25, 2025, Plaintiff Cruz M. Juarez filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On May 30, 2025, Plaintiff Cruz M. Juarez filed a separate representative action in Santa Clara Superior Court, for a single cause of action for violations of PAGA. Plaintiff Joseph Gonzales later joined the case as a plaintiff and proposed class representative.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the action, dispute any wages, damages and penalties claimed by the Plaintiffs are owed, and further contends that, for any purpose other than settlement, the action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On February 11, 2026, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), an experienced mediator of wage and hour class and PAGA actions. The Parties accepted the mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as Class Representatives, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million, One Hundred Thirty-Six Thousand, Ninety-Seven Dollars and Sixteen Cents (\$1,136,097.16) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, the Class Counsel Award, a Service Award for the Class Representatives, and the PAGA Payments.

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

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$10,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$378,699.05) and actually incurred litigation expenses in an amount not to exceed \$30,000, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Cruz M. Juarez, and a Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Joseph Gonzales, or such lesser amount as may be approved by the Court, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook.
- PAGA Payment. A payment of \$75,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$48,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$26,250.00 will be distributed to Aggrieved Employees.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a any seven (7) consecutive days beginning on Monday and ending on Sunday, in which a Class Member performed work for Defendant during the Class Period in California.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all current and former non-exempt employees who worked for Defendant in California at any time during the period beginning March 25, 2024, until April 12, 2026 mediation ("PAGA Period").

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

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

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

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all the claims asserted or that could have reasonably been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means the release from the Aggrieved Employees of all claims for PAGA penalties asserted or that could reasonably have been alleged arising out of the facts alleged in the operative complaints and any amendments thereto and Plaintiffs' respective letters to the LWDA which occurred during the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you. You cannot exclude yourself from the PAGA portion of the Settlement, and as a result upon final judgment and funding in full of the Gross Settlement Amount, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant relating to the Released PAGA claims.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (March 25, 2021, until April 12, 2026).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (March 25, 2024, until April 12, 2026).

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Xpand Legal Consulting, LLC.

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class Settlement or "opt out." **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is P.O. Box 51570, Irvine CA, 92619-9801. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Juarez, et al. v. Century Commercial Service dba Century Lighting & Electric*, currently pending in the Superior Court of Santa Clara, Case No. 25CV461988. The request for exclusion must contain your name, address, signature, and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Juarez, et al. v. Century Commercial Service dba Century Lighting & Electric Santa Clara County Superior Court Case No. 25CV461988*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

If you wish to object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than

_____. The address for the Settlement Administrator is P.O. Box 51570, Irvine CA, 92619-9801.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600 San

Diego, CA 92121

Tel.: (619) 599-8292

E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.

Zakay Law Group, APLC

3110 Camino del Rio S, Suite

308

San Diego, CA 92108

Tel: (619) 255-9047

Email: shani@zakaylaw.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** , at the Santa Clara County Superior Court, Department 7, located at 191 N. First Street, San Jose, CA 95113, before Judge Charles F. Adams. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at or write to *Juarez, et al. v. Century Commercial Service dba Century Lighting & Electric Santa Clara County Superior Court Case No. 25CV461988*, Settlement Administrator, c/o .

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Zakay Law Group, APLC, 3110 Camino del Rio S, Suite 308 San Diego, CA 92108, or by visiting the administrator's website at www. .com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

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4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

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3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegüera v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
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Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled
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16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
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Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
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Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled
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120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation
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135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled
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