

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Jackland K. Hom (State Bar #327243)

nicole@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

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 PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

SHANE ABBOTT, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

SAUNDERS CONSTRUCTION, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 24CV428659

**DECLARATION OF SHANI O. ZAKAY, ESQ.
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF STIPULATION
OF CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Hearing Date: January 15, 2026

Hearing Time: 1:30 p.m.

Judge: Hon Charles F. Adams

Department: 7

Trial Date: None

Action Filed: January 5, 2024

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 Plaintiff SHANE ABBOTT ("Plaintiff"), individually, and on behalf
6 of other members of the general public similarly situated, (hereafter "Plaintiff" or "Class
7 Representative) in this wage and hour class action filed against Defendant SAUNDERS
8 CONSTRUCTION, INC. ("Defendant").

9 2. This declaration is being submitted in support of Plaintiff's Motion for Final
10 Approval of the Stipulation of Settlement of Class and PAGA Action Claims and Release of
11 Claims.

12 3. Attached hereto as **Exhibit "A"** is a true and correct copy of the fully executed
13 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter
14 collectively the "Agreement").

15 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the May 28, 2025,
16 Preliminary Approval Order.

17 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the proof of filing the
18 proposed Settlement with the LWDA.

19 6. Attached hereto as **Exhibit "D"** is a true and correct copy of the December 17, 2025,
20 proof of filing this motion seeking final approval of this Settlement with the LWDA.

21 7. Attached hereto as **Exhibit "E"** is a true and correct copy of the Zakay Law Group,
22 APLC's "Firm Resume" detailing the credentials and a summary of cases on which Counsel has
23 been appointed Class Counsel.

24 **I. INTRODUCTION**

25 8. An objective evaluation of the proposed settlement of Six Hundred Thousand Dollars
26 and Zero Cents (\$600,000.00) ("Gross Settlement Amount") confirms that the relief negotiated on
27 behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is the product of
28 informed, adversarial, and non-collusive negotiations between experienced counsel that were

1 presided over by Jason Marsili, Esq., a highly regarded mediator. After deducting any Court-
2 approved Attorneys' Fees and Attorneys' Expenses, the Service Award, Claims Administration
3 Expenses, and the PAGA Payment, the Net Settlement Amount shall be distributed to the
4 Settlement Class Members based on the number of Workweeks they worked while employed by
5 Defendant during the Class Period. *The Class greeted news of the Settlement with unanimous*
6 *approval as 100% of Class Members chose to participate in the Settlement.* There were zero opt-
7 outs and zero objections to the Settlement. The unanimous approval by the Settlement Class
8 evidences the clear fairness and reasonableness of the Settlement.

9 9. This Settlement provides substantial recovery to Settlement Class Members.
10 Plaintiff estimates that the Settlement, if approved, will result in a Net Settlement Amount of
11 approximately **\$313,510.00**. This will result in an average Individual Settlement Payment of
12 **\$3,445.16**, and a high payment of **\$6,464.65**. Aggrieved Employees will receive an estimated
13 average Aggrieved Employee Payment of **\$68.68** and a high payment of **\$127.30**.

14 10. The relief offered by the Settlement is immediate and is particularly impressive when
15 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
16 *infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to
17 wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and
18 uncertain litigation.

19 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement
20 approval under California law and falls well within the range of reasonableness. Accordingly, the
21 Class Representative and Class Counsel respectfully request that this Court grant final approval of
22 the Agreement and enter the proposed Final Approval Order and Judgment.

23 **II. OVERVIEW OF THE LITIGATION**

24 12. Defendant owns and operates a contracting business, specializing in commercial
25 seismic retrofits, in the State of California, including in Santa Clara County, where Plaintiff
26 worked. Plaintiff was employed by Defendant as a non-exempt, hourly-paid employee from
27 approximately March 2023 to approximately June 2023. At all times during his employment,
28 Plaintiff earned an hourly wage of \$20.00 per hour and was entitled to legally compliant meal

1 and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout
2 his employment, Plaintiff was subject to Defendant's written policies and procedures contained in,
3 among other documents, the "Saunders Construction Code of Safe Practices" and the Employee
4 Handbook.

5 13. Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant
6 asserts that it fully complied with all applicable employment laws and raised several other
7 significant defenses to Plaintiff's claims, including but not limited to, compliant compensation
8 policies and plans, compliant meal and rest practices, substantially compliant wage statements, and
9 timely payment of all wages due upon separation of employment.

10 14. On October 31, 2023, Plaintiff served Defendant and the Labor and Workforce
11 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
12 Notice set forth the facts and theories supporting Defendant's alleged violations of various
13 provisions of the California Labor Code and applicable Industrial Welfare Commission ("IWC")
14 Wage Orders and his intent to pursue claims under California Labor Code Private Attorneys
15 General Act, California Labor Code Sections 2698 et seq. ("PAGA").

16 15. On January 5, 2024, Plaintiff filed a complaint in this Court, alleging a single cause
17 of action for violations of PAGA (the "Action").

18 16. On January 5, 2024, Plaintiff also filed a separate class action in the Orange County
19 Superior Court, Case No. 30-2024-01371302-CU-OE-CXC ("Class Action"), alleging claims for:
20 (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of
21 California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of
22 California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor
23 Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code
24 §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204
25 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a)
26 (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to
27 Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802
28

(Unreimbursed Business Expenses); and (10) Violation of California Business and Professions Code §§ 17200, *et seq.*

17. Early on, the Parties agreed to mediate. To prepare for mediation, the Parties agreed to informally produce documents and data points subject to the mediation privilege, including but not limited to, a sample of the Class Members' time data and certain payroll data points. Defendant produced, among other things, time and payroll records for 66% of the Class, aggregate workweek and pay period data, and copies of applicable handbooks, policies, and procedures. In total, Defendant produced nearly 300 pages of documents and hundreds of thousands of unique cells of time and payroll data. As discussed *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data.

18. On December 6, 2024, the Parties participated in a full-day mediation with Jason Marsili, Esq., a highly regarded mediator of wage and hour class and PAGA actions. After arm's-length negotiations and bargaining, the mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

19. In order to facilitate the settlement, on February 6, 2025, Plaintiff filed a First Amended Complaint in this Action adding the class claims from his Class Action. On February 11, 2025, Plaintiff dismissed his separate Class Action without prejudice.

20. On May 28, 2025, this Court granted preliminary approval of the Settlement.

III. THE SETTLEMENT BEFORE THE COURT

21. The Court preliminarily approved a Gross Settlement Amount of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) based on Defendant's estimate that the Settlement Class would be comprised of 154 individuals who would have worked a total of approximately 12,993 Workweeks during the Class Period. After the Court granted preliminary approval, Defendant confirmed the actual number of Class Members and Workweeks and determined the total number of Workweeks actually worked by the Settlement Class was 13,073.14 and that there were actually 91 Class Members during the Class Period. Per the Agreement, there was no escalator

1 clause, so the Gross Settlement Amount remained at Six Hundred Thousand Dollars and Zero Cents
2 (\$600,000.00).

3 22. If the Court grants this motion for final approval, the Gross Settlement Amount shall
4 be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Service Award; (3) to
5 satisfy the Attorneys' Fees and Attorneys' Expenses Payments; (4) to satisfy the PAGA Payment;
6 and (5) to satisfy the Claims Administration Expenses incurred in this action.

7 23. As explained in further detail below, the Settlement is fair, adequate, and reasonable
8 to the class and should be granted final approval. This is evidenced by the unanimous approval of
9 the Settlement by the Settlement Class, the absence of any objections to the Settlement, and the
10 average Individual Settlement Payment of **\$3,445.16**.

11 **A. Class Counsel Conducted a Thorough Investigation**

12 24. Months before filing the Action, Class Counsel began its pre-filing investigation into
13 the Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews
14 with Plaintiff. As part of the interview process, the Plaintiff produced documents related to her
15 employment. At the conclusion of the interviews, Class Counsel determined that Plaintiff's
16 complaints justified further inquiry.

17 25. Class Counsel subsequently requested Plaintiff's employee files from Defendant. In
18 response, Defendant produced over 100 pages of documents which included Defendant's written
19 policies and Plaintiff's personnel, payroll, and time records. Class Counsel reviewed and analyzed
20 the documents and determined the documents appeared to substantiate Plaintiff's claim that
21 Defendant failed to, among other things, pay for all hours worked and provide compliant meal and
22 rest periods.

23 26. Considering the many anticipated factual disputes, the Parties agreed that it would
24 be in the best interest of both Parties to mediate the matter. To prepare for mediation, the Parties
25 agreed to informally produce additional documents and data points subject to the mediation
26 privilege, including but not limited to, a 66% anonymized sampling of the Class Members' time
27 and payroll data, and pertinent written wage and hour policies.

1 27. Class Counsel then retained the statisticians and economists at Berger Consulting
2 Group (“BCG”) to evaluate the Class Members’ payroll and time data. BCG provides data analysis
3 and damage modeling consulting services, specializing in wage and hour class actions. BCG’s
4 team of financial and data analysts are credentialed and experienced experts in their fields and have
5 provided their expertise on thousands of cases. Stated differently, the BCG is well-qualified to
6 analyze Defendant’s time and payroll data.

7 28. BCG analyzed Defendant’s time and payroll data to assist in the development of
8 various damage models. Among other things, BCG determined the approximate number of work
9 shifts, workweeks, pay periods, average length of shift, and average number of hours worked per
10 workweek and pay periods during the Class Period. BCG also estimated the number of meal and
11 rest period violations and the amount of unpaid wages during the Class Period.

12 29. In advance of mediation, Class Counsel created several damage models predicated
13 on the BCG analysis. Class Counsel’s models calculated Defendant’s potential liability exposure
14 while accounting for the uncertainties of continued litigation. These damage models informed and
15 guided Class Counsel during the mediated settlement discussions.

16 30. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
17 determining Plaintiff’s suitability as a putative class representative through interviews, background
18 investigations, and analysis of her employment file; (2) evaluating all of Plaintiff’s potential claims;
19 (3) researching similar wage and hour class actions as to the claims brought, the nature of the
20 positions, and the type of employer; (4) analyzing the Class Members’ time and payroll records;
21 (5) analyzing Defendant’s labor policies and practices; (6) researching settlements in similar cases
22 as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff’s
23 claims and estimating Defendant’s liability for purposes of settlement; (8) drafting the mediation
24 brief; and (9) participating in the mediations. This investigation allowed Class Counsel to fully
25 assess the nature and magnitude of the claims being settled, as well as the impediments to recovery,
26 such as to make an independent assessment of the reasonableness of the terms to which the Parties
27 have agreed.

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

7 **B. The Parties Settled at Mediation**

8 32. On December 6, 2024, the Parties participated in a full day mediation with Jason
9 Marsili, Esq., an experienced mediator of wage and hour class and PAGA actions. Mediator Marsili
10 helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and
11 risks to both sides. The Parties made substantial progress with the mediator's assistance. Namely,
12 the Parties exchanged information regarding their respective claims and defenses, including their
13 respective evaluations of the damages. After a day of arm's length and adversarial negotiations,
14 the mediation concluded with a settlement. The complete and final terms of the Parties' settlement
15 are now set forth in the Agreement. No action would likely have been taken by Class Members
16 individually, and no compensation would have been recovered for them, but for Plaintiff's service
17 on behalf of the Class.

18 **C. Class Counsel is Experienced in Similar Litigation**

19 33. Class Counsel in this matter has extensive class action experience in multiple fields
20 and has represented tens of thousands of persons in class actions. Counsel has previously litigated
21 similar wage and hour class actions involving similar claims. Class Counsel has been approved as
22 class counsel in similar wage and hour class actions throughout the State of California. As such,
23 courts throughout California have deemed Class Counsel experienced and knowledgeable in this
24 area of law. Class Counsel has participated in every aspect of the settlement discussions and has
25 concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

26 34. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and
27 correct copy of which is attached hereto as **Exhibit E**. Some of the major cases my firm has
28 undertaken are also set forth in **Exhibit E**. I have had class litigation experience, mostly in the area

1 of employment class actions, unfair business practices, and other complex litigation. I have
2 experience in cases involving labor code violations and wage and hour claims. I have litigated
3 similar wage and hour cases against other employers on behalf of employees. I have been approved
4 as experienced class counsel in courts throughout California. It is this level of experience which
5 enabled my firm to undertake the instant matter and to successfully combat the resources of the
6 defendants and its capable and experienced counsel.

7 **D. The Gross Settlement Amount is Fair and Reasonable**

8 35. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
9 Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain
10 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba v.*
11 *Apple Computer, Inc.* (2001) 91 Cal.App.4th at 250. While the Gross Settlement Amount of Six
12 Hundred Thousand Dollars and Zero Cents (\$600,000.00) represents a discount on Defendant’s
13 potential exposure if Plaintiff established liability on all claims and was awarded the full amount
14 of the estimated damages at trial, this compromise is reasonable because (1) the formidable
15 defenses raised by Defendant presented a risk that could award significantly less in damages than
16 Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more years of
17 litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

18 36. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair
19 and reasonable considering the nature and magnitude of the claims being settled and the various
20 potential impediments to recovery. Class Counsel developed varied economic damages models
21 measuring Defendant’s liability exposure while accounting for the uncertainties of continued
22 litigation. The various models were informed by Class Counsel’s investigation, including the
23 analysis of a significant sample of time and payroll data. As detailed in greater depth during the
24 preliminary approval process, Class Counsel projected a range of Defendant’s liability exposure
25 for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount of
26 \$600,000.00 represents approximately 34.33% of Defendant’s total *class-wide* liability exposure as
27 estimated by Class Counsel at the time of mediation.

1 37. Clearly the goal of this litigation to obtain redress for the class has been met by this
2 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length
3 negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore
4 entitled to final approval.

5 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

6 38. Although Class Counsel believes strongly in Plaintiff's claims, it would be
7 misguided to ignore the asserted defenses. If successful on any one of its defenses, Defendant
8 could defend the action or, at least, drastically undercut Plaintiff's claims.

9 39. With respect to the most immediate challenge, i.e., class certification, the risks
10 attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab*
11 *Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's
12 denial of class certification because employees' declarations attesting to having taken meal and rest
13 breaks demonstrated that individualized inquiries were required to show harm. *See also Campbell*
14 *v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and
15 denying certification of proposed off-the-clock and rest and meal break classes due to lack of
16 uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
17 certification of driver meal and rest period claims based on the predominance of individual issues).

18 40. Further, even if a class is certified, liability remains uncertain. The risks attendant to
19 the issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran v.*
20 *U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict
21 in favor plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012)
22 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were
23 predominantly individualized questions of fact not susceptible to class treatment.").

24 41. Finally, even if a class is certified and Defendants are found liable for the class claims
25 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff
26 and decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-*
27 *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and
28 remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying

1 overtime, and directed the trial court to enter judgement in favor of the employer. *See also*
2 *O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and
3 hour misclassification action).

4 42. Collectively, the examples cited above illustrate the uncertain nature of class
5 litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a
6 significant risk factor favoring settlement.

7 43. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
8 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat
9 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation
10 can drastically affect the value of Plaintiff’s claims and, in fact, already has.

11 44. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v.*
12 *Uber Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.*
13 (2014) 59 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There
14 is little doubt that if Defendant faced a large adverse judgment, Defendant undoubtedly has the
15 resources to post a bond and appeal. A post-judgment appeal by Defendant would have required
16 many more years to resolve, assuming the judgment was affirmed. If the judgment was not
17 affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a
18 guaranteed recovery today outweigh an uncertain result three or more years in the future.

19 45. The Class Representative and Class Counsel recognize the expense and length of a
20 trial against Defendant through possible appeals which could take another three years. In arriving
21 at their informed belief that the present settlement is fair and adequate, Class Counsel accounted
22 for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is
23 also mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the
24 claims asserted in the litigation. Moreover, post-trial motions and appeals would have been
25 inevitable. Costs would have mounted, and recovery would have been delayed if not denied,
26 thereby reducing the benefits of an ultimate victory. Class Representatives and Class Counsel
27 believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class.
28 Based upon their evaluation, Class Representative and Class Counsel have determined that the

1 Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and
2 adequate, and should be granted final approval.

3 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

4 46. Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount
5 of \$25,000.00 which is 4.2% of the Gross Settlement Amount. As illustrated above, this amount
6 falls well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the
7 PAGA Payment (\$18,750.00) will be paid to the LWDA with the remaining twenty-five percent
8 (25%) of the PAGA Payment (\$6,250.00) to be distributed to the Aggrieved Employees, which is
9 within the range of PAGA Payments approved by courts and should be approved.

10 47. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by
11 filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final
12 approval with the LWDA. By not registering an objection with either Class Counsel or the Court,
13 the LWDA has accepted and approved of the proposed PAGA Penalties.

14 48. I declare under the penalty of perjury under the laws of the State of California that
15 the foregoing is true and correct. Executed this 17th day of December 2025, at San Diego,
16 California.

17
18 **ZAKAY LAW GROUP, APLC**

19
20 By: 
21 Shani O. Zakay, Esq.
22 Attorneys for PLAINTIFF
23
24
25
26
27
28

EXHIBIT A

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel Newman (State Bar #350826)
Jennifer Gerstenzang (State Bar #279810)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com
jenny@zakaylaw.com

JCL LAW FIRM, APC

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

Attorneys for Plaintiff

(Additional counsel on the following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

SHANE ABBOTT, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

v.

SAUNDERS CONSTRUCTION, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 24CV428659

[Action Filed January 5, 2024]

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

1 **LAWYERS FOR JUSTICE, PC**

2 Arby Aiwazian, Esq.

3 Elizabeth Parker-Fawley, Esq.

4 Melissa LeBlanc-Mansell, Esq.

5 Joanna Ghosh, Esq.

6 410 Arden Ave, Suite 203

7 Glendale, CA 91203

8 T: 818-265-1020

9 arby@calljustice.com

10 elizabeth@calljustice.com

11 m.leblanc@calljustice.com

12 joanna@calljustice.com

13 Attorneys for Plaintiff

14
15
16
17
18
19
20
21
22
23
24
25
26
27 ///

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff SHANE ABBOTT (hereinafter "Plaintiff"), individually, and
3 on behalf of other members of the general public similarly situated, and Defendant SAUNDERS
4 CONSTRUCTION, INC. (hereinafter "Defendant") (together the "Parties"):

5 **I. DEFINITIONS**

- 6 A. "Action" shall mean the action entitled *Shane Abbott v. Saunders Construction, Inc.*,
7 filed in Santa Clara County Superior Court, Case No. 24CV428659.
- 8 B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
9 Class and PAGA Action and Release of Claims.
- 10 C. "Aggrieved Employees" means all current and former hourly-paid or non-exempt
11 employees who worked for Defendant within the State of California at any time
12 during the PAGA Period.
- 13 D. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be
14 paid to Class Counsel for the expenses they have incurred of up to \$35,000.
- 15 E. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to
16 Class Counsel for the services they have rendered to Plaintiff, the Class Members,
17 the Aggrieved Employees and the State of California, equal to thirty-five percent
18 (35%) of the Gross Settlement Amount currently estimated to be \$210,000.00 out of
19 \$600,000.00. Attorneys' fees will be divided between Class Counsel as follows:
20 32.5% to JCL Law Firm, APC, 32.5% to Zakay Law Group, APLC, and 35% to
21 Lawyers for Justice, PC.
- 22 F. "Claims Administration Expenses" shall mean the amount paid to the Settlement
23 Administrator from the Gross Settlement Amount for administering the Settlement
24 pursuant to this Agreement currently estimated not to exceed \$6,490.00.
- 25 G. "Class" or the "Class Members" means all current and former hourly-paid or non-
26 exempt employees who worked for Saunders Construction, Inc. within the State of
27 California at any time during the Class Period.
- 28

- 1 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
2 Shani Zakay, Esq. of Zakay Law Group, APLC, and Edwin Aiwazian of Lawyers for
3 Justice, PC.
- 4 I. "Class Data" means information regarding Class Members that Defendant will in
5 good faith compile from its records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
7 Member's full name; last known address; Social Security Number; start dates and end
8 dates of employment; and any other information the Settlement Administrator deems
9 necessary to accurately calculate the Workweeks and Pay Periods worked by each
10 Class Member and Aggrieved Employee during the Class and PAGA Periods.
- 11 J. "Class Period" means the period from January 5, 2020, and the earlier of March 6,
12 2025, or the date on which the total number of Workweeks equals 14,282.
- 13 K. "Class Representative" shall mean Shane Abbott.
- 14 L. "Court" means the Superior Court for the State of California, County of Santa Clara
15 currently presiding over the Action.
- 16 M. "Defendant" shall mean Saunders Construction, Inc.
- 17 N. "Effective Date" means the date upon which: (a) the Court grants Final Approval; or
18 (b) if there are objections to the Settlement, and if an appeal, review, or writ is not
19 sought from the Final Approval, the day after the time period to appeal the Settlement
20 has expired *ie.*, sixty (60) days from the date the Court enters an order granting final
21 approval of the Settlement; or (c) if there are objections to the Settlement, and an
22 appeal, review, or writ is timely sought from the Final Approval, the day after the
23 Final Approval is affirmed or the appeal, review, or writ is dismissed or denied, and
24 the Final Approval Order is no longer subject to further judicial review.
- 25 O. "Funding Date" shall be no later than thirty (30) calendar days after the Effective Date
26 and is the date by which Defendant has paid the entire Gross Settlement Amount to
27 the Settlement Administrator in accord with the terms of this Agreement.
28

- 1 P. "Gross Settlement Amount" means Six Hundred Thousand Dollars and Zero Cents
2 (\$600,000.00) that Defendant must pay into the QSF in connection with this
3 Settlement, inclusive of the sum of Individual Settlement Payments, Claims
4 Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service Award,
5 and the PAGA Payment and *exclusive* of the employer's share of payroll tax, if any,
6 triggered by any payment under this Settlement.
- 7 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
8 Amount to each Settlement Class Member and excludes any amounts distributed to
9 Aggrieved Employees pursuant to PAGA.
- 10 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
11 Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and
12 Claims Administration Expenses.
- 13 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
14 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
15 than formatting changes to facilitate printing by the Settlement Administrator).
- 16 T. "Operative Complaint" shall mean the operative First Amended Complaint on file in
17 the Action.
- 18 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
19 Labor Code § 2698 *et seq.*
- 20 V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
21 that each Aggrieved Employee worked for Defendant divided by the sum total of the
22 Pay Periods that all Aggrieved Employees worked for Defendant during the PAGA
23 Period.
- 24 W. "PAGA Payment" shall mean Twenty-Five Thousand Dollars and Zero Cents
25 (\$25,000.00) to be allocated from the Gross Settlement Amount, with 25% of the
26 payment going to the Aggrieved Employees and 75% of the payment going to the
27 Labor and Workforce Development Agency. The amount of the PAGA Payment is
28 subject to Court approval pursuant to California Labor Code section 2699(l). Any

1 reallocation of the Gross Settlement Amount to increase the PAGA Payment will not
2 constitute grounds by either party to void this Agreement, so long as the Gross
3 Settlement Amount remains the same.

4 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
5 Employee Payment, as defined herein, means the number of pay periods of
6 employment during the PAGA Period that each Aggrieved Employee worked for
7 Defendant in California.

8 Y. "PAGA Period" means the period from October 31, 2022, through the earlier of
9 March 6, 2025, or the date on which the total number of Workweeks equals 14,282.

10 Z. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
11 Plaintiff or Defendant, individually.

12 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
13 by the sum total Workweeks for all Class Members.

14 BB. "Plaintiff" shall mean Shane Abbott.

15 CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained
16 by the Settlement Administrator to fund the Gross Settlement Amount.

17 DD. "Released Class Claims" shall mean the release from the Class Members of all class
18 claims alleged, or reasonably could have been alleged based on the facts alleged, in
19 the Operative Complaint in the Action which occurred during the Class Period, and
20 expressly excluding all other claims, including claims for vested benefits, wrongful
21 termination, unemployment insurance, disability, social security, workers'
22 compensation, or claims based on facts occurring outside the Class Period.

23 EE. "Released PAGA Claims" shall mean the release from the Aggrieved Employees of
24 all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's
25 PAGA Notice to the LWDA which occurred during the PAGA Period, and expressly
26 excluding all other claims, including claims for vested benefits, wrongful termination,
27 unemployment insurance, disability, social security, workers' compensation, and
28 PAGA claims outside of the PAGA Period.

- 1 FF. “Released Parties” shall mean Defendant.
- 2 GG. “Response Deadline” means the date forty-five (45) calendar days after the Settlement
- 3 Administrator first mails Notice Packets to Class Members and the last date on which
- 4 Class Members may submit requests for exclusion or objections to the Settlement.
- 5 HH. “Service Award” mean an award in the amount of \$10,000.00 or in an amount that
- 6 the Court authorizes to be paid to the Class Representative, in addition to his
- 7 Individual Settlement Payment and his individual Aggrieved Employee Payment, in
- 8 recognition of his efforts and risks in assisting with the prosecution of the Action.
- 9 II. “Settlement” means the disposition of the Action pursuant to this Agreement.
- 10 JJ. “Settlement Administrator” means Apex Class Action LLC, 18 Technology Drive,
- 11 Suite 154 Irvine, CA 92618; Tel: 1-800-355-0700. The Settlement Administrator
- 12 establishes, designates and maintains, as a QSF under Internal Revenue Code section
- 13 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
- 14 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
- 15 Class Members. The Settlement Administrator shall maintain the funds until
- 16 distribution in an account(s) segregated from the assets of Defendant and any person
- 17 related to Defendant. *All accrued interest shall be paid and distributed to the*
- 18 *Settlement Class Members as part of their respective Individual Settlement*
- 19 *Payment.*
- 20 KK. “Settlement Class Members” or “Settlement Class” means all Class Members who
- 21 have not submitted a timely and valid request for exclusion as provided in this
- 22 Agreement.
- 23 LL. “Workweeks,” or “Workweek” as used herein shall, mean any seven (7) consecutive
- 24 days beginning on Sunday and ending on Saturday, in which a Class Member was
- 25 employed by Defendant during the Class Period in California.

26 **II. RECITALS**

- 27 A. On October 31, 2023, Plaintiff filed a Notice of Violations with the Labor and
- 28 Workforce Development Agency (LWDA) and served the same on Defendant.

1 B. On January 5, 2024, Plaintiff filed the Action, alleging a single cause of action for
2 violations of PAGA (“PAGA Action”).

3 C. On January 5, 2024, Plaintiff filed a separate class action in the Orange County
4 Superior Court, Case No. 30-2024-01371302-CU-OE-CXC (“Class Action”), alleging claims
5 for:

- 6 1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- 7 2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
8 Premiums);
- 9 3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 10 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid
11 Minimum Wages);
- 12 5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely
13 Paid);
- 14 6. Violation of California Labor Code § 204 (Wages Not Timely Paid During
15 Employment);
- 16 7. Violation of California Labor Code § 226(a) (Non-Compliant Wage
17 Statements);
- 18 8. Violation of California Labor Code § 1174(d) (Failure to Keep Requisite
19 Payroll Records);
- 20 9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed
21 Business Expenses);
- 22 10. Violation of California Business and Professions Code §§ 17220, *et seq.*

23 D. In order to facilitate the settlement, on February 6, 2025, Plaintiff filed a Stipulation
24 for Leave to File a First Amended Complaint adding the claims asserted in the Class
25 Action to this PAGA Action. On the same date, the Court entered the stipulation and
26 Plaintiff filed his First Amended Complaint.

27 E. Plaintiff intends on dismissing the Class Action, without prejudice.
28

- 1 F. The Class Representative believes he has meritorious claims based on alleged
2 violations of the California Labor Code, and the Industrial Welfare Commission
3 Wage Orders, and that class certification is appropriate because the prerequisites for
4 class certification can be satisfied in the Action, and this action is manageable as a
5 PAGA representative action.
- 6 G. Defendant denies any liability or wrongdoing of any kind associated with the claims
7 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
8 Representative are owed, and further contend that, for any purpose other than
9 settlement, the Action is not appropriate for class or representative action treatment.
10 Defendant contends, among other things, that at all times they complied with the
11 California Labor Code and the Industrial Welfare Commission Wage Orders.
- 12 H. The Class Representative is represented by Class Counsel. Class Counsel investigated
13 the facts relevant to the Action, including conducting an independent investigation as
14 to the allegations, reviewing documents and information exchanged through informal
15 discovery, and reviewing documents and information provided by Defendant
16 pursuant to informal requests for information to prepare for mediation. Defendant
17 produced for the purpose of settlement negotiations certain employment data
18 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
19 the assistance of an expert. Based on their own independent investigation and
20 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
21 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
22 considering all known facts and circumstances, including the risks of significant
23 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
24 numerous potential appellate issues. Although they deny any liability, Defendant is
25 agreeing to this Settlement solely to avoid the inconveniences and cost of further
26 litigation. The Parties and their counsel have agreed to settle the claims on the terms
27 set forth in this Agreement.
28

- 1 I. On December 6, 2024, the Parties participated in mediation presided over by Jason
2 Marsili, Esq., an experienced mediator of wage and hour class and PAGA actions.
3 The mediation concluded with a settlement, which was subsequently memorialized in
4 the form of a Memorandum of Understanding.
- 5 J. This Agreement replaces and supersedes the Memorandum of Understanding and any
6 other agreements, understandings, or representations between the Parties. This
7 Agreement represents a compromise and settlement of highly disputed claims.
8 Nothing in this Agreement is intended or will be construed as an admission by
9 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
10 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
11 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
12 have merit.
- 13 K. The Parties believe that the Settlement is fair, reasonable and adequate. The
14 Settlement was arrived at through arm's-length negotiations, taking into account all
15 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
16 attendant to continuing the Action through trial and any appeal. Accordingly, the
17 Parties desire to settle, compromise and discharge all disputes and claims arising from
18 or relating to the Action fully, finally, and forever.
- 19 L. The Parties agree to certification of the Class for purposes of this Settlement only. If
20 for any reason the settlement does not become effective, Defendant reserves the right
21 to contest certification of any class for any reason and reserves all available defenses
22 to the claims in the Action.

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

24 **III. TERMS OF AGREEMENT**

- 25 A. Settlement Consideration and Settlement Payments by Defendant.
- 26 1. Settlement Consideration. In full and complete settlement of the Action, and
27 in exchange for the releases set forth below, Defendant will pay the sum of
28 the Individual Settlement Payments, the Service Award, the Attorneys' Fees

1 and Attorneys' Expenses, PAGA Payment, and the Claims Administration
2 Expenses, as specified in this Agreement, equal to the Gross Settlement
3 Amount of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00).
4 The Parties agree that this is a non-reversionary Settlement and that no portion
5 of the Gross Settlement Amount shall revert to Defendant. Other than the
6 Defendant's share of employer payroll taxes and as provided in Section
7 III(A)(4) below, Defendant shall not be required to pay more than the Gross
8 Settlement Amount.

9 2. Class Size. Defendant represents that the Settlement Class is comprised of 154
10 individuals who collectively worked approximately 12,993 Workweeks
11 ("Projected Workweeks") during the Class Period. Five (5) business days
12 prior to Plaintiff's deadline to file his Motion for Preliminary Approval of the
13 Settlement, Defendant's Counsel shall provide Plaintiff's Counsel with the
14 total number of Workweeks worked by Class Members through that date.

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

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

23 B. Release by Settlement Class Members. Upon entry of final judgment and funding of
24 the Gross Settlement Amount, in exchange for the consideration set forth in this
25 Agreement, Plaintiff and the Settlement Class Members release the Released Parties
26 from the Released Class Claims for the Class Period.

27 C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of
28 the Gross Settlement Amount, in exchange for the consideration set forth in this

1 Agreement, the Plaintiff, the LWDA and the State of California release the Released
2 Parties from the Released PAGA Claims for the PAGA Period. As a result of this
3 release, the Aggrieved Employees shall be precluded from bringing claims against
4 Defendant for the Released PAGA Claims.

5 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in
6 this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released
7 Parties from any and all claims, known or unknown, in favor of Defendant and
8 Defendant's present and former parent companies, subsidiaries, shareholders, officers,
9 directors, employees, agents, affiliates, servants, registered representatives, attorneys
10 insurers, successors and assigns, and Class Representative waive all rights and benefits
11 afforded by section 1542 of the Civil Code. Section 1542 provides:

12
13 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
14 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
15 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
16 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
17 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
18 ***OR RELEASED PARTY.***

19
20 Thus, notwithstanding the provisions of section 1542, and to implement a full and
21 complete release and discharge of the Released Parties, Plaintiff expressly
22 acknowledges this Settlement Agreement is intended to include in its effect, without
23 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
24 the time of signing this Settlement Agreement, and that this Settlement Agreement
25 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
26 has read this Settlement Agreement, including this waiver of California Civil Code
27 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
28 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically

1 about the waiver of section 1542, and that Plaintiff understands this Settlement
2 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
3 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
4 discover facts different from or in addition to those Plaintiff now knows or believes to
5 be true regarding the matters released or described in this Settlement Agreement, and
6 even so Plaintiff agrees that the releases and agreements contained in this Settlement
7 Agreement shall remain effective in all respects notwithstanding any later discovery
8 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
9 mistake in connection with the true facts involved in the matters, disputes, or
10 controversies released or described in this Settlement Agreement or with regard to any
11 facts now unknown to Plaintiff relating thereto.

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

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

23 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
24 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
25 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
26 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
27 fully fund the Gross Settlement Amount:
28

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.
4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification if the Agreement is nullified due to Defendant's failure to fully fund the Gross Settlement Amount. If the Agreement is nullified for any other reason, both Parties shall equally bear the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released 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.

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

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

- 1 J. Preliminary Approval Motion. As soon as practicable, Plaintiff shall file with the Court
2 a Motion for Order Granting Preliminary Approval and supporting papers, which shall
3 include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the
4 Motion at least three (3) business days prior to the filing of the Motion to give
5 Defendant an opportunity to propose changes or additions to the Motion.
- 6 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
7 establishing and administering the QSF; calculating, processing and mailing payments
8 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
9 mailing the Notice Packets to the Class Members as directed by the Court; receiving
10 and reporting the objections and requests for exclusion; calculating, deducting and
11 remitting all legally required taxes from Individual Settlement Payments and
12 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
13 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
14 individual shares of the Aggrieved Employee Payment; processing and mailing tax
15 payments to the appropriate state and federal taxing authorities; providing
16 declaration(s) as necessary in support of preliminary and/or final approval of this
17 Settlement; and other tasks as the Parties mutually agree or the Court orders the
18 Settlement Administrator to perform. The Settlement Administrator shall keep the
19 Parties timely apprised of the performance of all Settlement Administrator
20 responsibilities by among other things, sending a weekly status report to the Parties'
21 counsel stating the date of the mailing, the of number of Elections Not to Participate
22 in Settlement it receives (including the numbers of valid and deficient), and number of
23 objections received. The Settlement Administrator shall also be responsible for
24 creating and maintaining a webpage hosted on its website containing information
25 about the Settlement including but not limited to, a timeline for approval, dates and
26 locations of approval hearings, and settlement distribution through the check cashing
27 deadline.

1 L. Notice Procedure.

2 1. Class Data. No later than thirty (30) calendar days after the Court enters a
3 Preliminary Approval Order, Defendant shall provide the Settlement
4 Administrator with the Class Data for purposes of preparing and mailing
5 Notice Packets to the Class Members. The Class Data will be presumed to be
6 correct unless a particular Class Member proves otherwise to the Settlement
7 Administrator by credible written evidence. All Workweek disputes will be
8 resolved and decided by the Settlement Administrator, and the Settlement
9 Administrator's decision on all Workweek disputes is final and non-
10 appealable.

11 2. Notice Packets.

12 a) The Notice Packet shall contain the Notice of Class Action Settlement
13 in a form substantially similar to the form attached as **Exhibit A**. The
14 Notice of Class Action Settlement shall inform Class Members and
15 Aggrieved Employees that they need not do anything in order to
16 receive an Individual Settlement Payment and/or Aggrieved
17 Employees' individual shares of the Aggrieved Employee Payment
18 and to keep the Settlement Administrator apprised of their current
19 mailing address, to which the Individual Settlement Payments and/or
20 Aggrieved Employees' individual shares of the Aggrieved Employee
21 Payment will be mailed following the Funding Date. The Notice of
22 Class Action Settlement shall set forth the release to be given by all
23 members of the Class who do not request to be excluded from the
24 Settlement Class and/or Aggrieved Employee in exchange for an
25 Individual Settlement Payment and/or Aggrieved Employees'
26 individual share of the Aggrieved Employee Payment, the number of
27 Workweeks worked by each Class Member during the Class Period
28 and PAGA Period, if any, and the estimated amount of their Individual

1 Settlement Payment if they do not request to be excluded from the
2 Settlement and each Aggrieved Employee's individual share of the
3 Aggrieved Employee Payment, if any. The Settlement Administrator
4 shall use the Class Data to determine Class Members' Workweeks and
5 PAGA Pay Periods. The Notice will also advise the Aggrieved
6 Employees that they will release the Released PAGA Claims and will
7 receive their share of the Aggrieved Employee Payment regardless of
8 whether they request to be excluded from the Settlement.

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

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

25 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
26 Administrator as non-delivered on or before the Response Deadline shall be
27 re-mailed to any forwarding address provided. If no forwarding address is
28 provided, the Settlement Administrator shall promptly attempt to determine a

1 correct address by lawful use of skip-tracing, or other search using the name,
2 address and/or Social Security number of the Class Member involved, and
3 shall then perform a re-mailing, if another mailing address is identified by the
4 Settlement Administrator. In addition, if any Notice Packets, which are
5 addressed to Class Members who are currently employed by Defendant, are
6 returned to the Settlement Administrator as non-delivered and no forwarding
7 address is provided, the Settlement Administrator shall notify Defendant.
8 Defendant will request that the currently employed Class Member provide a
9 corrected address and transmit to the Administrator any corrected address
10 provided by the Class Member. Class Members who received a re-mailed
11 Notice Packet shall have their Response Deadline extended fifteen (15) days
12 from the original Response Deadline.

13 5. Disputes Regarding Individual Settlement Payments. Class Members will
14 have the opportunity, should they disagree with Defendant's records regarding
15 the start and end dates of employment to provide documentation and/or an
16 explanation to show contrary dates. If there is a dispute, the Settlement
17 Administrator will consult with the Parties to determine whether an
18 adjustment is warranted. The Settlement Administrator shall determine the
19 eligibility for, and the amounts of, any Individual Settlement Payments under
20 the terms of this Agreement. The Settlement Administrator's determination
21 of the eligibility for and amount of any Individual Settlement Payment shall
22 be binding upon the Class Member and the Parties.

23 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
24 by the Settlement Administrator concerning the administration of the
25 Settlement will be resolved by the Court under the laws of the State of
26 California. Before any such involvement of the Court, counsel for the Parties
27 will confer in good faith to resolve the disputes without the necessity of
28 involving the Court.

1 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to exclude themselves from
3 the Settlement must submit a written request for exclusion by the Response
4 Deadline. The written request for exclusion must state that the Class Member
5 wishes to exclude herself or himself from the Settlement and (1) must contain
6 the name, address, and the last four digits of the Social Security number of the
7 person requesting exclusion; (2) must be signed by the Class Member; (3)
8 must be postmarked or fax stamped by the Response Deadline and returned to
9 the Settlement Administrator at the specified address or fax telephone number;
10 and (4) contain a typewritten or handwritten notice stating in substance that
11 he/she wish to opt out of the settlement of the class action lawsuit entitled
12 *Shane Abbott v. Saunders Construction, Inc.*, current pending in Santa Clara
13 Superior Court, Case No. 24CV428659. The request for exclusion will not be
14 valid if it is not timely submitted, if it is not signed by the Class Member, or
15 if it does not contain the name and address and last four digits of the Social
16 Security number of the Class Member. The date of the postmark on the
17 mailing envelope or fax stamp on the request for exclusion shall be the
18 exclusive means used to determine whether the request for exclusion was
19 timely submitted. Any Class Member who requests to be excluded from the
20 Settlement Class will not be entitled to an Individual Settlement Payment and
21 will not be otherwise bound by the terms of the Settlement or have any right
22 to object, appeal or comment thereon. However, any Class Member that
23 submits a timely request for exclusion that is also a member of the Aggrieved
24 Employees will still receive his/her pro rata share of the PAGA Settlement, as
25 specified below, and in consideration, will be bound by the Release by the
26 Aggrieved Employees as set forth herein. Settlement Class Members who fail
27 to submit a valid and timely written request for exclusion on or before the
28 Response Deadline shall be bound by all terms of the Settlement and any final

1 judgment entered in this Action if the Settlement is approved by the Court.
2 No later than fourteen (14) calendar days after the Response Deadline, the
3 Settlement Administrator shall provide counsel for the Parties with a final list
4 of the Class Members who have timely submitted written requests for
5 exclusion. At no time shall any of the Parties or their counsel seek to solicit
6 or otherwise encourage members of the Class to submit requests for exclusion
7 from the Settlement. Should 10% or more of eligible Class Members Opt-Out,
8 Defendant shall have the option, but not the obligation, to unwind the
9 Settlement and each party shall return to its position prior to the mediation.

- 10 8. Objections. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to object to the Settlement
12 may submit to the Settlement Administrator a written statement of objection
13 (“Notice of Objection”) by the Response Deadline. The postmark date of
14 mailing shall be deemed the exclusive means for determining that a Notice of
15 Objection was served timely. The Notice of Objection, if in writing, must be
16 signed by the Settlement Class Member and state: (1) the case name and
17 number; (2) the name of the Settlement Class Member; (3) the address of the
18 Settlement Class Member; (4) the last four digits of the Settlement Class
19 Member’s Social Security number; (5) the basis for the objection; and (6) if
20 the Settlement Class Member intends to appear at the Final
21 Approval/Settlement Fairness Hearing. Class Members who fail to make
22 objections in writing in the manner specified above may still make their
23 objections orally at the Final Approval/Settlement Fairness Hearing with the
24 Court’s permission. Settlement Class Members will have a right to appear at
25 the Final Approval/Settlement Fairness Hearing to have their objections heard
26 by the Court regardless of whether they submitted a written objection. At no
27 time shall any of the Parties or their counsel seek to solicit or otherwise
28 encourage Class Members to file or serve written objections to the Settlement

1 or appeal from the Order and Final Judgment. Class Members who submit a
2 written request for exclusion may not object to the Settlement. Class Members
3 may not object to the PAGA Payment.

4 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
5 the Gross Settlement Amount, plus any employer's share of payroll taxes as mandated
6 by law, on or before the Funding Date (i.e., no later than thirty (30) calendar days after
7 the Effective Date).

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

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

Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee's Portion of the PAGA Payment, \$6,250.00 (25% of \$25,000.00), to calculate each Aggrieved Employee's estimated share of the PAGA Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty and Interest Portions of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment 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.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the

1 Settlement Class Members. It is the intent of the Parties that Individual
2 Settlement Payments and individual shares of the PAGA Payment provided for
3 in this Settlement Agreement are the sole payments to be made by Defendant to
4 Settlement Class Members and/or Aggrieved Employees in connection with this
5 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
6 Class Members and/or Aggrieved Employees are not entitled to any new or
7 additional compensation or benefits as a result of having received the Individual
8 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

9 7. Mailing. Individual Settlement Payments and PAGA Payments shall be
10 mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or
11 Aggrieved Employees' last known mailing address no later than fourteen (14)
12 calendar days after the Funding Date.

13 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
14 Employees shall remain valid and negotiable for one hundred and eighty (180)
15 days from the date of their issuance. If a Settlement Class Member and/or
16 Aggrieved Employee does not cash his or her settlement check within ninety
17 (90) days, the Settlement Administrator will send a letter to such persons,
18 advising that the check will expire after the 180th day, and invite that
19 Settlement Class Member and/or Aggrieved Employee to request reissuance
20 in the event the check was destroyed, lost or misplaced. In the event an
21 Individual Settlement Payment and/or Aggrieved Employee's individual
22 share of the PAGA Payment check has not been cashed within one hundred
23 and eighty (180) days, all funds represented by such uncashed checks, plus
24 any interest accrued thereon, shall be paid to the Community Law Project, a
25 Cy Pres, in accordance with California Code of Civil Procedure section 384.

26 9. Service Award. In addition to the Individual Settlement Payment as a
27 Settlement Class Member and his individual share of the Aggrieved Employee
28 Payment, Plaintiff will apply to the Court for an award of not more than

1 \$10,000.00 as the Service Award. Defendant will not oppose a Service Award
2 of not more than \$10,000.00 for Plaintiff. The Settlement Administrator shall
3 pay the Service Award, either in the amount stated herein if approved by the
4 Court or some other amount as approved by the Court, to Plaintiff from the
5 Gross Settlement Amount no later than fourteen (14) calendar days after the
6 Funding Date. Any portion of the requested Service Award that is not
7 awarded to the Class Representative shall be part of the Net Settlement
8 Amount and shall be distributed to Settlement Class Members as provided in
9 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
10 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and
11 legally responsible to pay any and all applicable taxes on his Service Award
12 and shall hold harmless the Released Parties from any claim or liability for
13 taxes, penalties, or interest arising as a result of the Service Awards. Approval
14 of this Settlement shall not be conditioned on Court approval of the requested
15 amount of the Service Award. If the Court reduces or does not approve the
16 requested Service Award, Plaintiff shall not have the right to revoke the
17 Settlement, and it will remain binding.

- 18 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
19 Counsel will file a motion for or Attorneys' Fees not to exceed thirty-five
20 percent (35%) of the Gross Settlement Amount currently estimated to be
21 \$210,000.00 **and** Attorneys' Expenses supported by declaration not to exceed
22 Thirty-Five Thousand Dollars (\$35,000.00). Any awarded Attorneys' Fees
23 and Attorneys' Expenses shall be paid from the Gross Settlement Amount.
24 Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that
25 are not awarded to Class Counsel shall be part of the Net Settlement Amount
26 and shall be distributed to Settlement Class Members as provided in this
27 Agreement. The Settlement Administrator shall allocate and pay the
28 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later

1 than fourteen (14) calendar days after the Funding Date. Class Counsel shall
2 be solely and legally responsible to pay all applicable taxes on the payment
3 made pursuant to this paragraph. The Settlement Administrator shall issue an
4 IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to
5 this paragraph. In the event that the Court reduces or does not approve the
6 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right
7 to revoke the Settlement, or to appeal such order, and the Settlement will
8 remain binding.

9 11. PAGA Payment. Twenty-Five Thousand Dollars (\$25,000) shall be allocated
10 from the Gross Settlement Amount for settlement of claims for civil penalties
11 under the Private Attorneys General Act of 2004. The Settlement
12 Administrator shall pay seventy-five percent (75%) of the PAGA Payment
13 (\$18,750.00) to the California Labor and Workforce Development Agency no
14 later than fourteen (14) calendar days after the Funding Date. Twenty-five
15 percent (25%) of the PAGA Payment (\$6,250.00) will be distributed to the
16 Aggrieved Employees as described in this Agreement. For purposes of
17 distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved
18 Employee shall receive their pro-rata share of the Aggrieved Employee
19 Payment using the PAGA Payment Ratio as defined above.

20 12. Claims Administration Expenses. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Gross Settlement
22 Amount. The estimate of the Administration Costs is \$6,490.00. The
23 Settlement Administrator shall be paid the Claims Administration Expenses
24 no later than fourteen (14) calendar days after the Funding Date.

25 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
26 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
27 twenty-eight (28) days following the expiration of the Response Deadline, which
28 motion shall request final approval of the Settlement and a determination of the

1 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
2 Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff
3 will provide Defendant with a draft of the Motion at least three (3) business days prior
4 to the filing of the Motion to give Defendant an opportunity to propose changes or
5 additions to the Motion.

6 1. Declaration by Settlement Administrator. No later than seven (7) days after
7 the Response Deadline, the Settlement Administrator shall submit a
8 declaration in support of Plaintiff's motion for final approval of this
9 Settlement detailing the number of Notice Packets mailed and re-mailed to
10 Class Members, the number of undeliverable Notice Packets, the number of
11 timely requests for exclusion, the number of objections received, the amount
12 of the average Individual Settlement Payment and highest Individual
13 Settlement Payment, the Claims Administration Expenses, and any other
14 information as the Parties mutually agree or the Court orders the Settlement
15 Administrator to provide.

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

20 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
21 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
22 Final Approval, including the Order Granting Final Approval of Class Action
23 Settlement, and Judgment before filing with the Court. The Parties and their counsel
24 will cooperate with each other and use their best efforts to effectuate the Court's
25 approval of the Motions for Preliminary and Final Approval of the Settlement, and
26 entry of Judgment.

27 O. Cooperation. The Parties and their counsel will cooperate with each other and use
28 their best efforts to implement the Settlement. The Parties will cooperate in vacating

any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery deadlines.

P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this Action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of signing of this Agreement by all Parties until the entry of the Final Approval Order and Judgment or if not entered, the date this Agreement shall not longer be of any force or effect.

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

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

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

- 1 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 W. Counterparts. This Agreement may be executed in one or more counterparts by
6 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be
7 accepted as an original. All executed counterparts and each of them shall be deemed
8 to be one and the same instrument provided that counsel for the Parties to this
9 Agreement shall exchange among themselves copies or originals of the signed
10 counterparts. Any executed counterpart will be admissible in evidence to prove the
11 existence and contents of this Agreement.
- 12 X. Court Filings. The Parties shall not object to any Court filings consistent with this
13 Agreement.
- 14 Y. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
15 Agreement shall be presented to the mediator Jason Marsili, Esq. for resolution.
- 16 Z. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
17 is a fair, adequate and reasonable settlement of this Action and have arrived at this
18 Settlement after extensive arms-length negotiations, taking into account all relevant
19 factors, present and potential.
- 20 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
21 respect to the interpretation, implementation and enforcement of the terms of this
22 Agreement and all orders and judgments entered in connection therewith, and the
23 Parties and their counsel submit to the jurisdiction of the Court for purposes of
24 interpreting, implementing and enforcing the settlement and all orders and judgments
25 entered in connection with this Agreement.
- 26 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
27 the Court shall first attempt to construe the provisions valid to the fullest extent
28

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

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

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

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

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: 02/19/2025


Shane Abbott (Feb 19, 2025 14:48 PST)

Shane Abbott

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

Saunders Construction, Inc.

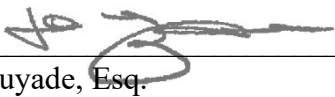
Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: February 20, 2025

JCL LAW FIRM, A.P.C.

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

DATED: February 20, 2025

ZAKAY LAW GROUP, APLC

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

DATED: _____

GORDON REES SCULLY MANSUKHANI

By: _____
Talia Delanoy, Esq.
Amie Scully, Esq.
Attorneys for Defendant

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

2 DATED: _____

3 _____
Shane Abbott

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

5 DocuSigned by:

6 DATED: February 20, 2025 | 2:49 PM PST 

DF889738AF93482...

Saunders Construction, Inc.

7 _____
Nicolas Del Villar

8 _____
Printed Name

9 _____
10 _____
Title

11 IT IS SO AGREED AS TO FORM BY COUNSEL:

12
13 DATED: _____ JCL LAW FIRM, A.P.C.

14 By: _____
15 Jean-Claude Lapuyade, Esq.
16 Attorneys for Plaintiff and the Settlement Class
17 Members

18 DATED: _____ ZAKAY LAW GROUP, APLC

19 By: _____
20 Shani O. Zakay, Esq.
21 Attorneys for Plaintiff and the Settlement Class
22 Members

23 DATED: 02/19/25 GORDON REES SCULLY MANSUKHANI

24 By:  _____
25 Talia Delanoy, Esq.
26 Amie Scully, Esq.
27 Attorneys for Defendant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: February 24, 2025

LAWYERS FOR JUSTICE, PC

By:



Melissa LeBlanc-Mansell, Esq.

Attorneys for Plaintiff and the Settlement Class
Members

EXHIBIT A

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

(Shane Abbott v. Saunders Construction Inc., Santa Clara County Superior Court Case No. 24CV428659)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<[REDACTED]>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class 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 Shane Abbott (“Plaintiff”) and Defendant Saunders Construction, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time the Class Period.

The “Class Period” is the period from January 5, 2020, and the earlier of March 6, 2025, or the date on which the total number of Workweeks equals 14,282.

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

2. What is this class action lawsuit about?

On October 31, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On January 5, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara, asserting a single cause of action for violations of the Private Attorneys General Act (“PAGA”) [Labor Code §§ 2698, *et seq.*]. On February 6, 2025, Plaintiff filed a First Amended Complaint, adding ten additional causes of action for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business and Professions Code §§ 17220, *et seq.*

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 Class Representative are owed, and further contend 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 they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On December 6, 2024, the Parties participated in an all-day mediation with Jason Marsili, Esq., a mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC, 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 Six Hundred Thousand Dollars and Zero Cents (\$600,000.00). (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

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

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

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$6,490.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys’ Fees and Expenses. Payment to Class Counsel of Attorneys’ Fees of no more than thirty-five percent (35%) of the Gross Settlement Amount (currently \$210,000.00) and Attorneys’ Expenses of not more than \$35,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the

Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$25,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$18,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$6,250.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendant during the Class Period in California.
- Calculation of Aggrieved Employees 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 hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period. The PAGA Period means the period from October 31, 2022, through the earlier of March 6, 2025, or the date on which the total number of Workweeks equals 14,282.

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. Forty percent (40%) of each Individual Settlement Payment is allocated to interest and forty percent (40%) to penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion 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, Plaintiff 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 all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. Upon entry of final judgement and funding in full 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 all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA Notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (January 5, 2020, to the earlier of March 6, 2025, or the date on which the total number of Workweeks equals 14,282).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (October 31, 2022, through the earlier of March 6, 2025, or the date on which the total number of Workweeks equals 14,282).

Based on this information, your estimated PAGA Payment Share 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: Apex Class Action 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.apexclassaction.com.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the 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," if you are an Aggrieved Employee, 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 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel. (800) 355-0700. 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 *Shane Abbott v. Saunders Construction, Inc.*, Santa Clara County Superior Court Case No. 24CV428659. 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 *Shane Abbott v. Saunders Construction, Inc.*, Santa Clara County Superior Court Case No. 24CV428659. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If 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 [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

Arby Aiwezian, Esq.
Lawyers for Justice, PC
410 Arden Ave, Suite 203
Glendale, CA 91203
Tel.: 818-265-1020
E-Mail: arby@calljustice.com

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

Counsel for Defendant:

Talia Delanoy, Esq.
Amie Scully, Esq.
Gordon Rees Scully Mansukhani
3 Parkcenter Drive, Suite 200
Sacramento, CA 95825
Tel.: 916-830-6531
Fax: 916-920-4402
E-Mail: tdelanoy@grsm.com
E-Mail: ascully@grsm.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on [REDACTED]**, at the Santa Clara County Superior Court, Department 7, located at 191 North First St., 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 1-800-355-0700 or write to ***Shane Abbott v. Saunders Construction, Inc., Santa Clara County Superior Court Case No. 24CV428659***, Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o Apex Class Action, LLC.

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 JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.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 Community Law Project, a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

Filed
May 28, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
24CV428659
By: edesantiago

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

SHANE ABBOTT, individually, and on behalf of other members of the general public similarly situated,	)	Case No.: 24CV428659
	)	
Plaintiff,	)	ORDER GRANTING PLAINTIFF'S
	)	MOTION FOR PRELIMINARY APPROVAL
v.	)	OF CLASS ACTION AND PAGA
	)	SETTLEMENT
	)	
SAUNDERS CONSTRUCTION, INC., et al.,	)	
	)	
Defendants.	)	

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Shane Abbott ("Plaintiff") allege that defendant Saunders Construction, Inc. ("Defendant") committed various wage and hour violations.

Before the Court is Plaintiff's motion for preliminary approval of settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative First Amended Complaint ("FAC"), Plaintiff was employed by Defendant, a contracting business specializing in commercial seismic retrofits, as a non-exempt, hourly-paid employee from March 2023 to June 2023. (FAC, ¶ 17.)

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1 Plaintiff alleges that Defendant failed to: pay all wages owed (including minimum wage
2 and overtime wages); use the shit differential to calculate the regular rate of pay used to calculate
3 the overtime rate; permit employees to take uninterrupted meal breaks or provide compensation
4 in lieu of a compliant meal break; accurately compensate employees for hours actually worked as
5 a consequence of rounding such time; pay employees wages owed upon discharge or resignation;
6 pay wages within permissible time period; provide accurate wage statements; keep complete or
7 accurate payroll records; and reimburse employees for necessary business-related expenses and
8 costs.

9 Based on the foregoing, Plaintiffs initiated this action in January 2024 and filed the
10 operative FAC on February 6, 2025 asserting the following causes of action: (1) unpaid
11 overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid
12 minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment;
13 (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9)
14 unreimbursed business expenses; (10) violation of California Business & Professions Code §§
15 17200, et seq.; and (11) PAGA violations.

16 Plaintiffs now seek an order: preliminarily approving the parties' class action settlement;
17 conditionally certifying the Class for settlement purposes; ordering the proposed Class notice be
18 sent to the settlement Class; appointing Apex Class Action, LLC ("Apex") as the settlement
19 administrator; provisionally appointing Plaintiff as Class representative; appointing Zakay Law
20 Group, APLC and JCL Law Firm, APC as Class counsel; and scheduling a final approval
21 hearing.

22 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

23 **A. Class Action**

24 Generally, "questions whether a [class action] settlement was fair and reasonable,
25 whether notice to the class was adequate, whether certification of the class was proper, and

1 whether the attorney fee award was proper are matters addressed to the trial court's broad
2 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
3 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
4 260.)

5 “In determining whether a class settlement is fair, adequate and reasonable, the trial court
6 should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
7 complexity and likely duration of further litigation, the risk of maintaining class action status
8 through trial, the amount offered in settlement, the extent of discovery completed and the stage
9 of the proceedings, the experience and views of counsel, the presence of a governmental
10 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
11 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

12 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
13 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
14 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
15 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
16 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
17 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
18 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
19 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
20 marks omitted.) The trial court also must independently confirm that “the consideration being
21 received for the release of the class members’ claims is reasonable in light of the strengths and
22 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
23 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
24 “provided with basic information about the nature and magnitude of the claims in question and
25

1 the basis for concluding that the consideration being paid for the release of those claims
2 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

3 **B. PAGA**

4 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
5 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
6 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
7 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
8 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
9 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
10 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
11 *Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

12 Similar to its review of class action settlements, the Court must “determine independently
13 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
14 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
15 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
16 remediate present labor law violations, deter future ones, and to maximize enforcement of state
17 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
18 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
19 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
20 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
21 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

22 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
23 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
24 verdict].) But a permissible settlement may be substantially discounted, given that courts often
25 exercise their discretion to award PAGA penalties below the statutory maximum even where a

1 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
2 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

3 **III. SETTLEMENT PROCESS**

4 Plaintiff initiated this action on January 5, 2024, with the filing of a complaint for
5 enforcement under the Private Attorney General Act (“PAGA”). On that same day, Plaintiff filed
6 a separate class action in the Orange County Superior Court (Case No. 30-2024-01371302-CU-
7 OE-CXC). To facilitate settlement, on February 2025, Plaintiff filed his class action FAC adding
8 the class claims from his class action. Thereafter, Plaintiff dismissed his separate class action
9 without prejudice.

10 The parties subsequently engaged in informal discovery, with Plaintiffs obtaining from
11 Defendant: payroll records for 66% of the Class, workweek and pay period data, and copies of
12 applicable handbooks, policies, and procedures. Thereafter, Class Counsel investigated the
13 claims at issue.

14 On December 6, 2024, the parties participated in an all-day mediation session with Jason
15 Marsili, Esq., an experienced mediator of wage and hour class and PAGA actions. Following the
16 mediation, the parties agreed to settle this action and later negotiated the final terms of the
17 settlement agreement that is now before the Court for approval.

18 **IV. SETTLEMENT PROVISIONS**

19 The non-reversionary gross settlement is \$600,000. Attorney’s fees of up to \$210,000 (or
20 one-third of the gross settlement), litigation costs of up to \$35,000 and administrative costs not to
21 exceed \$6,490 will be paid from the gross settlement. \$25,000 will be allocated to PAGA
22 penalties, 75% of which will be paid to the LWDA (\$18,750), with the remaining 25% (\$6,250)
23 dispensed, on a pro rata basis, to “Aggrieved Employees,” who are defined as “all current and
24 former hourly-paid or non-exempt employees who worked for Defendant within the State of
25

1 California at any time during the PAGA Period.”¹ Plaintiff will seek a class representative
2 service payment of not more than \$10,000.

3 The net settlement amount- estimated to be \$313,510- will be allocated to members of the
4 “Class Members,” who are defined as “all current and former hourly-paid or non-exempt
5 employees who worked for Saunders Construction, Inc. within the State of California at any time
6 during the Class Period”² on a pro rata basis based on the number of weeks worked during the
7 class period. The employer-side payroll taxes will be paid by Defendant separate from, and in
8 addition to, the gross settlement amount. Funds associated with checks uncashed after 180 days
9 will be transmitted to the Community Law Project, a *cy prey*, in accordance with California Code
10 of Civil Procedure section 384.

11 In exchange for settlement, Class Members who do not opt out will release:

12 [A]ll class claims alleged, or reasonably could have been alleged based on the facts
13 alleged, in the Operative Complaint in the Action which occurred during the Class Period, and
14 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
15 unemployment insurance, disability, social security, workers’ compensation, or claims based on
16 facts occurring outside the Class Period.

17 Aggrieved Employees, who consistent with the statute will not be able to opt out of the
18 PAGA portion of the settlement, will release:

19 [A]ll PAGA claims alleged in the Operative Complaint in the Action and Plaintiff’s
20 PAGA Notice to the LWDA which occurred during the PAGA Period, and expressly excluding
21 all other claims, including claims for vested benefits, wrongful termination, unemployment
22

23 ¹ PAGA Period is defined as: the period from October 31, 2022, through the earlier of
24 March 6, 2025, or the date on which the total number of Workweeks equals 14,282.

25 ² “‘Class Period’ means the period from January 5, 2020, and the earlier of March 6,
2025, or the date on which the total number of Workweeks equals 14,282.”

1 insurance, disability, social security, workers' compensation, and PAGA claims outside of the
2 PAGA Period.

3 The foregoing releases are appropriately tailored to the allegations at issue.
4 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

5 **V. FAIRNESS OF SETTLEMENT**

6 Based on available data provided by Defendant, Plaintiff's counsel and its retained
7 expert, Berger Consulting Group, estimated Defendant's exposure to be as follows:
8 \$1,747,937.70 (class claims, excluding PAGA Penalties); \$117,000 (non-compliant wage
9 statements); \$145,625 (failure to pay proper wages); \$800,535 (meal period violations);
10 \$813,520 (rest period violations); \$39,270 (reimbursement of expenses); \$35,455 (failure to pay
11 non-discretionary bonuses); \$178,916.15 (waiting time penalties); and \$1,499,000 (PAGA
12 Penalties).

13 Plaintiff's counsel then determined an appropriate range of recovery for settlement
14 purposes by offsetting Defendant's maximum theoretical liability by: the strength of the defenses
15 to the merits of Plaintiffs' claims; the risk of class certification being denied; the risk of losing at
16 trial; the chances of a favorable verdict being reversed on appeal; and the strong likelihood that,
17 in line with relevant appellate authority, the amount of PAGA penalties could be substantially
18 reduced. Taking the foregoing into account, Plaintiff's counsel determined that it would be
19 reasonable to settle for 34.33% of Defendant's maximum exposure. (Declaration of Jean-Claude
20 Lapuyade, ¶ 23.)

21 Considering the portion of the case's value attributable to uncertain penalties, claims that
22 could be difficult to certify for class treatment, the multiple, dependent contingencies that
23 Plaintiff would have had to overcome to prevail on his claims, the settlement achieves a good
24 result for the class. For purposes of preliminary approval, the Court finds that the settlement is
25

1 fair and reasonable to the class, and the PAGA allocation is genuine, meaningful, and reasonable
2 in light of the statute’s purposes.

3 Of course, the Court retains an independent right and responsibility to review the
4 requested attorney fees and award only so much as it determines to be reasonable. (See
5 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)
6 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
7 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
8 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
9 reasonableness of a percentage fee through a lodestar calculation].)

10 **VI. PROPOSED SETTLEMENT CLASS**

11 Plaintiffs request that the following settlement class be provisionally certified:

12 [A]ll current and former hourly-paid or non-exempt employees who worked for Saunders
13 Construction, Inc. within the State of California at any time during the Class Period [January 5,
14 2020, and the earlier of March 6, 2025, or the date on which the total number of Workweeks
15 equals 14,282].

16 **A. Legal Standard for Certifying a Class for Settlement Purposes**

17 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
18 approving or denying certification of a provisional settlement class after [a] preliminary
19 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
20 class “when the question is one of a common or general interest, of many persons, or when the
21 parties are numerous, and it is impracticable to bring them all before the court”

22 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
23 (1) an ascertainable class and (2) a well-defined community of interest among the class
24 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
25 *Drug Stores*).) “Other relevant considerations include the probability that each class member

1 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
2 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
3 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
4 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
5 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

6 In the settlement context, “the court’s evaluation of the certification issues is somewhat
7 different from its consideration of certification issues when the class action has not yet settled.”
8 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
9 settlement-only context, the case management issues inherent in the ascertainable class
10 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
11 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
12 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
13 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

14 **B. Ascertainable Class**

15 A class is ascertainable “when it is defined in terms of objective characteristics and
16 common transactional facts that make the ultimate identification of class members possible when
17 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
18 (*Noel*.) A class definition satisfying these requirements “puts members of the class on notice
19 that their rights may be adjudicated in the proceeding, so they must decide whether to intervene,
20 opt out, or do nothing and live with the consequences. This kind of class definition also
21 advances due process by supplying a concrete basis for determining who will and will not be
22 bound by (or benefit from) any judgment.” (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

23 “As a rule, a representative plaintiff in a class action need not introduce evidence
24 establishing how notice of the action will be communicated to individual class members in order
25 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held

1 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
2 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
3 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
4 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
5 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
6 own account records. No more is needed.”].)

7 Here, at the time of mediation, there were approximately 117 Aggrieved Employees
8 during the PAGA Period. Class members are readily identifiable based on Defendant’s records,
9 and the settlement class is appropriately defined based on objective characteristics. The Court
10 finds that the settlement class is numerous, ascertainable, and appropriately defined.

11 **C. Community of Interest**

12 The “community-of-interest” requirement encompasses three factors: (1) predominant
13 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
14 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
15 Cal.4th at pp. 326, 332.)

16 For the first community of interest factor, “[i]n order to determine whether common
17 questions of fact predominate the trial court must examine the issues framed by the pleadings
18 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
19 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict
20 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
21 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
22 jointly tried, when compared with those requiring separate adjudication, are so numerous or
23 substantial that the maintenance of a class action would be good for the judicial process and to
24 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
25 (*Lockheed Martin*).) “As a general rule if the defendant’s liability can be determined by facts

1 common to all members of the class, a class will be certified even if the members must
2 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

3 Here, common legal and factual issues predominate. Plaintiff’s claims all arise from
4 Defendant’s wage and hour practices (and others) applied to the similarly-situated class
5 members.

6 As for the second factor,

7 The typicality requirement is meant to ensure that the class representative is able to
8 adequately represent the class and focus on common issues. It is only when a defense unique to
9 the class representative will be a major focus of the litigation, or when the class representative’s
10 interests are antagonistic to or in conflict with the objectives of those she purports to represent
11 that denial of class certification is appropriate. But even then, the court should determine if it
12 would be feasible to divide the class into subclasses to eliminate the conflict and allow the class
13 action to be maintained.

14 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal
15 citations, brackets, and quotation marks omitted.)

16 Like other members of the class, Plaintiff was employed by Defendant as non-exempt,
17 hourly-paid employees and allege that he experienced the violations at issue. The anticipated
18 defenses are not unique to Plaintiff, and there is no indication that Plaintiff’s interests are
19 otherwise in conflict with those of the class.

20 Finally, adequacy of representation “depends on whether the plaintiff’s attorney is
21 qualified to conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the
22 interests of the class.” (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
23 representative does not necessarily have to incur all of the damages suffered by each different
24 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
25 Cal.App.4th at p. 238.) “Differences in individual class members’ proof of damages [are] not

1 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
2 will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks
3 omitted.)

4 Plaintiff has the same interest in maintaining this action as any class member would have.
5 Further, they have hired experienced counsel. Plaintiff has sufficiently demonstrated adequacy
6 of representation.

7 **D. Substantial Benefits of Class Certification**

8 "[A] class action should not be certified unless substantial benefits accrue both to
9 litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
10 internal quotation marks omitted.) The question is whether a class action would be superior to
11 individual lawsuits. (*Ibid.*) "Thus, even if questions of law or fact predominate, the lack of
12 superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a
13 class action is proper where it provides small claimants with a method of obtaining redress and
14 when numerous parties suffer injury of insufficient size to warrant individual action." (*Id.* at pp.
15 120–121, internal quotation marks omitted.)

16 Here, there are an estimated 117 class members. It would be inefficient for the Court to
17 hear and decide the same issues separately and repeatedly for each class member. Further, it
18 would be cost prohibitive for each class member to file suit individually, as each member would
19 have the potential for little to no monetary recovery. It is clear that a class action provides
20 substantial benefits to both the litigants and the Court in this case.

21 **VII. NOTICE**

22 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
23 3.769(f).) "The notice must contain an explanation of the proposed settlement and procedures
24 for class members to follow in filing written objections to it and in arranging to appear at the
25 settlement hearing and state any objections to the proposed settlement." (*Ibid.*) In determining

1 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
2 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
3 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
4 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
5 3.766(e).)

6 Here, the notice describes the lawsuit, explains the settlement, and instructs Class
7 members that they may opt out of the settlement (except for the PAGA component) or object.
8 The gross settlement amount and estimated deductions are provided, and Class members are
9 informed of their qualifying workweeks as reflected in Defendant’s records and are instructed
10 how to dispute this information. Class members are given 45 days to dispute the amount of
11 qualifying workweeks, request exclusion from the class or submit a written objection to the
12 settlement.

13 **The form of notice is generally adequate, but must be modified to instruct Class**
14 **members that they may opt out of or object to the settlement simply by providing their**
15 **name, without the need to provide their phone number, social security number, or other**
16 **personal information.**

17 Regarding appearances at the final fairness hearing, the notice shall be modified to
18 instruct class members as follows:

19 Although class members may appear in person, the judge overseeing this case encourages
20 remote appearances. (As of August 15, 2022, the Court’s remote platform is Microsoft Teams.)
21 Class members who wish to appear remotely should contact class counsel at least three days
22 before the hearing if possible. Instructions for appearing remotely are provided at
23 https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml
24
25

1 and should be reviewed in advance. Class members may appear remotely using the Microsoft
2 Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call
3 number for Department 7.

4 Turning to the notice procedure, as articulated above, the parties have selected Apex as
5 the settlement administrator. No later than 30 days after preliminary approval, Defendant will
6 deliver the Class data (i.e., Class list and related qualifying workweeks and contact information)
7 to Apex. Apex, in turn, will mail the notice packet within fourteen 21 days after receiving the
8 Class data, subsequent to updating Class members' addresses using the National Change of
9 Address Database.³ Any returned notices will be re-mailed to any forwarding address provided
10 or a better address located through a skip trace or other search. Class members who receive a re-
11 mailed notice will have an additional 15 days to respond. These notice procedures are
12 appropriate and are approved.

13 **VIII. CONCLUSION**

14 Plaintiff's motion for preliminary approval is GRANTED, subject to the above-stated
15 changes regarding the Notice.

16 The final approval hearing shall take place on **January 15, 2026** at 1:30 in Dept. 7. The
17 following class is preliminarily certified for settlement purposes:

18 //

19 //

20 //

21 //

22 //

24 ³ The terms of the Settlement Agreement state that Apex must mail notices no later than
25 21 days after preliminary approval of the Settlement. (See Agreement, p. 17(L)(3).) However,
Apex should have 21 days from receipt of the Class data from Defendant to mail the notice
packets.

1 [A]ll current and former hourly-paid or non-exempt employees who worked for Saunders
2 Construction, Inc. within the State of California at any time during the Class Period [January 5,
3 2020, and the earlier of March 6, 2025, or the date on which the total number of Workweeks
4 equals 14,282].

5
6 Dated: May 28, 2025

7 
8 CHARLES F. ADAMS
9 Judge of the Superior Court
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT C

Berenice Cervantes

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Monday, April 14, 2025 4:36 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

04/14/2025 04:35:11 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7Ca68f5e5dbcd446483f5b08dd7bad292a%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638802705832055863%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWFpbCIslldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=eMHsNcXpZ5JxdiYu1Lai%2FMbcZWna8gI4gp3ZAogiBIU%3D&reserved=0

EXHIBIT D

EXHIBIT E

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 | 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

///

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)

///

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

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 Ocegueda 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
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

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
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
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

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

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