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Attorneys for Plaintiff MARK DUTILLIEUL

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF CONTRA COSTA**

MARK DUTILLIEUL, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

vs.

METHODOLOGY, INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive,

Defendant.

Case No. C22-00759

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

Date:  
Time:

Judge: Hon. Judge Charles S. Treat  
Dept.: 12

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

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

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

9 **I. EXHIBITS**

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Joint  
11 Stipulation of Class and Representative Action Settlement ("Agreement" or "Settlement Agreement").  
12 Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Class Notice.

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the  
14 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement  
15 and Motion for Preliminary Approval of Class and PAGA Action Settlement evidencing Class  
16 Counsel's compliance with California Labor Code Section 2699(l)(2).

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement  
18 administration submitted by Apex Class Action Administration, in the amount of \$9,650.00.

19 **II. INTRODUCTION**

20 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of  
21 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.  
22 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement  
23 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage  
24 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will  
25 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being  
26 denied or of Defendant prevailing at trial. Given that there are approximately 352 Settlement Class  
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Members, the average gross recovery is approximately \$209.33 (Net Settlement Amount divided by Settlement Class Members).

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

### III. FACTS AND PROCEDURE

#### A. Overview of the Litigation

8. Defendant operates a gourmet meal preparation business that prepares and delivers meals directly to consumers, including in California, where Plaintiff worked. Plaintiff worked for Defendant as a material handler and as a delivery driver between 2018 and 2019. Plaintiff was employed as a non-exempt employee, paid on an hourly basis. In addition to his base hourly rates, Plaintiff was also entitled to, among other things, overtime pay and meal and rest periods. Throughout his employment, Plaintiff was subject to Defendant's written policies and general employment practices.

9. Generally, Plaintiff claims that Defendant, among other claims, failed to include non-discretionary payments into the regular rate of pay for purposes of overtime, failed to provide compliant meal and rest periods, and failed to reimburse employees for all necessary business expenses. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies and compliant wage statements.

10. On April 19, 2022, Plaintiff filed a class action complaint in the Contra Costa County Superior Court, Case No. C22-00759 (the "Action"). The Action alleged ten causes of action against Defendant for: (1) failure to pay overtime wages in violation of California *Labor Code* sections 510 and 1198; (2) failure to provide required meal periods in violation of California *Labor Code* sections 226.7 and 512(a); (3) failure to provide required rest periods in violation of California *Labor Code* sections 226.7; (4) failure to pay minimum wages in violation of California *Labor Code* sections 1194, 1197 and

1 1197.1; (5) failure to provide wages when due upon termination in violation of California *Labor Code*  
2 sections 201 and 202; (6) failure to provide wages when due during employment in violation of  
3 California *Labor Code* section 204; (7) failure to provide accurate itemized wage statements in violation  
4 of California *Labor Code* section 226(a); (8) failure to keep requisite payroll records in violation of  
5 California *Labor Code* section 1174(d); (9) failure to reimburse employees for necessary business  
6 expenses in violation of California *Labor Code* sections 2800 and 2802; and (10) Unfair Competition  
7 in violation of *Bus. and Prof. Code* §§ 17200. On March 19, 2024, Plaintiff filed a First Amended  
8 Complaint to add a claim for violations of the Private Attorneys General Act (“PAGA”).

9 11. After engaging in written discovery, the Parties agreed to mediate this action. To prepare  
10 for mediation, the Parties agreed to informally produce additional documents and data points subject to  
11 the mediation privilege, including but not limited to, the Class Members’ time data and certain payroll  
12 data points. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at Berger  
13 Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

14 12. On May 16, 2023, the Parties participated in a full day mediation with highly regarded  
15 wage and hour mediator Judge Mitchel R. Goldberg (Ret.). Defendant raised an inability to pay defense  
16 prior to the Parties’ mediation. Judge Goldberg was selected to mediate the case due to his experience  
17 as a bankruptcy judge specializing in cases where ability to pay is the main issue in dispute. Plaintiff  
18 also retained Creal & Creal, an accountancy corporation that regularly performs litigation support and  
19 forensic accounting services, including providing opinions to solvency. Kenneth Creal, CPA, reviewed  
20 a number of financial documents and conducted an investigation into the assets owned by Defendant,  
21 as well as tax returns, balance sheets, and profit and loss statements. The mediation concluded without  
22 a settlement. However, the Parties continued to engage in settlement discussions, with the assistance of  
23 Judge Goldberg, and reached an agreement after both sides agreed to a Mediator’s proposal. The  
24 settlement amount and payment terms were recommended to the Parties only after Judge Goldberg  
25 completed a comprehensive review of Defendant’s financials. The agreement was memorialized in the  
26 form of a Memorandum of Understanding. Thereafter, the Parties drafted and negotiated a long-form  
27 settlement agreement, which is the subject of the instant motion.

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13. Months before filing the Action, Class Counsel began its pre-filing investigation into the Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment, including portions of Defendant's handbooks, compensation policies and time and payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

14. Class Counsel subsequently requested Plaintiff's employee files from Defendant. In response, Defendant produced hundreds of pages of documents, including but not limited, copies of Plaintiff's hiring documents, payroll and time records, performance reviews and separation documents. Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Plaintiff's claim that Defendant failed to, among other things, provide accurate wage statements and to provide compliant meal and rest periods.

14           15.       Prior to mediation, Defendant produced a sample of time and payroll records for the Class  
15       Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums  
16       paid to the Class Members, average hourly rate for the Class Members, and copies of applicable  
17       handbooks, policies, and agreements. In total, Class Counsel reviewed hundreds of pages of documents  
18       and thousands of unique cells of time and payroll data.

19           16.       Class Counsel then retained the statisticians and economists at BCG to evaluate the Class  
20       Members' payroll and time data. BCG provides data analysis and damage modeling consulting services  
21       specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed  
22       and experienced experts in their fields and have provided their expertise on thousands of cases.

17. BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of work shifts, workweeks, pay periods, average length of shift and average number of hours worked per week and pay periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and

1 rest periods, the amount of paid missed meal period premiums paid during the Class Period, and the  
2 amount of unpaid overtime due to the miscalculation of the regular rate of pay during the Class Period.

3 18. Prior to mediation, Class Counsel created several damage models predicated on BCG's  
4 analysis. Class Counsel's models calculated Defendant's potential liability exposure while accounting  
5 for the uncertainties of continued litigation. These damage models informed and guided Class Counsel  
6 during the mediated settlement discussions.

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

18 20. As set forth in greater detail above, Class Counsel conducted a very thorough  
19 investigation into the factual and legal issues in dispute. In addition to formal and informal discovery,  
20 document review, data analysis and legal research, Class Counsel also researched similar wage and  
21 hour actions. Although no two cases are identical, this research provided Class Counsel with a marker  
22 to inform settlement discussions and, ultimately, to measure this settlement against. The investigation  
23 allowed Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage  
24 defense counsel in settlement discussions that culminated in the proposed settlement now before the  
25 Court.

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

5 **C. The Parties Settled with the Assistance of the Mediator**

6 22. On May 16, 2022, the Parties conducted a full day of mediation with Judge Mitchel R.  
7 Goldberg (Ret.), an experienced mediator of wage and hour class and PAGA actions. After more than  
8 eight hours of arm's length and adversarial negotiations, the mediation concluded without a settlement,  
9 but ultimately settled after both sides agreed to a Mediator's proposal.

10 23. The agreement was memorialized in the form of a Memorandum of Understanding. The  
11 complete and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel  
12 submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at  
13 issue. At all times, the Parties' negotiations were at an arm's length, adversarial and non-collusive.  
14 Additionally, Judge Goldberg was selected to mediate the case due to his experience as a bankruptcy  
15 judge specializing in cases where ability to pay is the main issue in dispute. The matter resolved only  
16 when Judge Goldberg issued a Mediator's proposal that the Parties accepted after further settlement  
17 discussions. Judge Goldberg only arrived at his proposal after hearing arguments, reviewing evidence,  
18 completing a comprehensive review of Defendant's financials, and evaluating the Parties' respective  
19 claims and defenses.

20 24. Once the Parties agreed to the Mediator's proposal, the Parties engaged in protracted  
21 negotiations regarding the written terms of the class action settlement. The Parties maintained the arm's  
22 length, non-collusive and adversarial negotiations while arriving at the final terms of the Settlement.  
23 The Agreement is the final product of these mediated negotiations. Objectively, the Settlement terms  
24 are fair, adequate and represent a reasonable compromise of the claims at issue.

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1 **IV. ARGUMENT**

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

3 25. The Gross Settlement Amount is fair and reasonable considering the nature and  
4 magnitude of the claims being settled and the various potential impediments to recovery. Prior to  
5 mediation, Class Counsel retained BCG to develop economic damage models measuring Defendant's  
6 liability exposure while accounting for the uncertainties of continued litigation. The various models  
7 were informed by Class Counsel's investigation, including the analysis of a significant sample of time  
8 and payroll data. Class Counsel projected Defendant's liability exposure for *class claims* (excluding  
9 potential statutory and PAGA Penalties) at \$1,454,629.00 if successful at trial. Thus, the Gross  
10 Settlement Amount represents a recovery of approximately 13.75% of Defendant's class-wide  
11 exposure. The following summarizes Plaintiff's analysis of Defendant's liability exposure.

12 26. Plaintiff's primary claim in the Action alleged Defendant failed to pay its employees for  
13 all hours worked. Specifically, Plaintiff asserts that Defendant failed to include non-discretionary  
14 payments in calculating the regular rate of pay when paying overtime. Plaintiff's expert identified that  
15 Class Members were paid non-discretionary bonus payments in the form of "Additional Earnings" and  
16 "Bonuses." However, these incentive payments were not calculated into the Class Members' regular  
17 rate of pay for purposes of calculating overtime pay.

18 27. Defendant vigorously denied liability for this claim. Defendant argued that non-  
19 discretionary incentive payments were included in the regular rate of pay and any incentive payments  
20 not included in the regular rate of pay were discretionary in nature. Plaintiff estimated Defendant's  
21 exposure for this claim at \$4,075.00, but also subjected Defendant to derivative waiting time and wage  
22 statement penalties.

23 28. Plaintiff also alleges that Defendant failed to provide compliant meal periods.  
24 Specifically, Plaintiff assert that Defendant regularly failed to provide a second meal period on all shifts  
25 of more than ten (10) hours, and to a lesser extent, failed to provide compliant first meal periods on  
26 shifts exceeding five (5) hours. Consequently, Plaintiff alleges that he is owed meal period premiums  
27 for meal period violations that occurred during the Class Period.

29. Conversely, Defendant denied these claims. Defendant maintains that it fully complied with California meal period laws and maintained legally compliant policies and practices. Courts have found that where an employer's meal period policies are compliant, individualized issues exist as to the reasons for missed, late or truncated meal periods. *See e.g. Lampe v. Queen of the Valley Medical Center*, (2018) 19 Cal.App.5<sup>th</sup> 832, 851 (holding that although only 11.1% of the employees' time punches for meal periods were within the first 5 hours, the claim was not certifiable because individualized issues existed as to the reasons for the late meal periods). If successful, Defendant availed itself to a complete defense of Plaintiff's meal period claim. Defendant also asserted that it paid meal period premiums to its employees in those pay periods when meal period violations occurred throughout the Class Period. Thus, Defendant argued that there was no potential liability for Plaintiff's alleged meal period violations.

30. Plaintiff's meal period claim (together with the rest period claim) likely represented the most factually contested claim in the Actions. Accounting for the strength of Defendant's defenses, and the arguably individualized nature of the claim, Plaintiffs estimated the damages for this claim at \$675,942.00.

31. Plaintiff also alleged that Defendant failed to provide compliant rest periods. Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Class Members were required to remain on the premises and on-call, and were unable to take timely and duty-free rest periods.

32. Again, Defendant denied liability and asserted that it maintained legally compliant rest period policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the evidentiary burdens in establishing this claim. Establishing Plaintiff's rest period claim would depend, almost entirely, on Class Member testimony, making it a riskier claim at class certification and liability stages. Defendant likely would have argued that only a small number of Class Members missed their rest breaks. Certification likely would have required depositions of Class Members who provided declarations, and Defendant surely would have obtained opposing declarations stating either rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal.

1 Jan. 17, 2013) 2013 WL 210223, at \*11 (“Because of the competing testimony before the Court,  
2 plaintiff’s evidence that defendant may have an illegal, written rest break policy is insufficient for this  
3 Court to find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D.  
4 Cal. Nov. 13, 2012) 2012 WL 5503550, at \*8 (“Indeed, Plaintiff’s own evidence confirms that the  
5 written policy does not generate uniform practices.”). Plaintiff estimated Defendant’s exposure for this  
6 claim at \$675,942.00.

7 33. Plaintiff alleged Defendant failed to reimburse Class Members for all necessary business  
8 expenses. Specifically, Plaintiff asserts that Defendant failed to reimburse Class Members for the use  
9 of their personal cell phones for Defendant’s benefit.

10 34. Defendant argued that Class Members were not required to use their personal cell phones  
11 for work purposes and were instead prohibited from using their personal cell phones during their shifts.  
12 Plaintiff estimated Defendant’s exposure for this claim at \$98,670.00.

13 35. Plaintiff also alleged that the Defendant’s labor code violations resulted in derivative  
14 liability for wage statement violations and waiting time penalties. Class Counsel considered the  
15 arguable presence of various penalties and weighed the potential recoveries against probable defenses.  
16 Specifically, Defendant argued that Plaintiff could not prove the “willful” prong needed to obtain  
17 waiting time penalties under Labor Code section 203. Additionally, Defendant argued that Plaintiff  
18 could not show that Class Members suffered an “injury” because of wage statement violations, as  
19 required by Labor Code section 226. *Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th  
20 927. Notwithstanding the uncertain nature of the claims, Plaintiffs estimated Defendant’s exposure for  
21 waiting time penalties to be approximately \$1,202,413.00 (\$962,613.00 for LC 203 penalties and  
22 \$239,800.00 for LC 226 penalties).

23 36. Class Counsel’s damage models also estimated Defendant’s exposure for PAGA  
24 penalties. At the time of mediation, Plaintiffs estimated Defendant’s PAGA exposure at \$1,228,000.00.

25 37. Here, the Parties negotiated a good faith PAGA Allocation in the amount of \$20,000.00  
26 which is 10% of the Gross Settlement Amount. This amount falls well within the range of approved  
27 PAGA Allocations. Seventy-Five percent (75%) of the PAGA Settlement (\$15,000.00) will be paid to  
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1 the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) to be distributed to the  
2 PAGA Employees, which is within the range of PAGA penalties approved by courts and should be  
3 approved.

4 **B. Litigation Risks**

5 38. Although Plaintiff is confident about the strength of his claims, it would be foolish to  
6 ignore the most immediate risk to continued litigation, i.e., class certification. Class certification is far  
7 from certain in this, in part, meal and rest period case. Class certification is routinely denied for meal  
8 and rest period claims based on an inability to establish predominance.

9 39. Plaintiff recognizes that Defendant has factual and legal defenses that, if successful,  
10 would potentially defeat or substantially impair the value of Plaintiff’s lawsuit. Collectively, the  
11 examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of  
12 obtaining certification through a contested motion is a significant risk factor favoring settlement.

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

20 41. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$200,000.00 that  
21 is roughly a recovery of 13.75% of Defendant’s class-wide exposure. Given the amount of the  
22 settlement here, as compared to potential value of the claims, offset by the various inherent risks to  
23 continued litigation, the settlement is fair and reasonable.

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

25 42. The Parties jointly drafted the Class Notice, which fairly and neutrally informs the Class  
26 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then  
27 mail the proposed Class Notice to all Class Members. The Class Notice will include information

1 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class  
2 definition, the procedure, and time period within which to requests for exclusions or objections to the  
3 Settlement, the date for the final approval hearing, the formula used to calculate settlement payments,  
4 and the terms and scope of the Released Claims. Agreement at ¶ 29(s). This method was negotiated  
5 by the Parties to ensure delivering the most reasonable method of notice to the Class Members while  
6 ensuring cost effective administration of the Settlement.

7 43. As detailed in the Agreement, the method of disseminating the proposed Class Notice and  
8 contents of the Proposed Class Notice satisfy due process and the California Rule of Court 3.766.

9 **C. The Court Should Preliminarily Approve the Enhancement Award**

10 44. The Settlement provides for a Service Payment of \$10,000 for Plaintiff. The service  
11 payment is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting  
12 Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status  
13 of their case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure  
14 that its terms are fair and provide adequate relief for the Settlement Class, and agreeing to provide  
15 Defendant a general release of all claims arising out of his employment.

16 45. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service  
17 Payment once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the  
18 above showing is sufficient for preliminary approval of the negotiated Service Payment.

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

20 46. Class Counsel took this matter on a contingency fee basis and invested significant time  
21 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average  
22 Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class Members.  
23 Considering the positive outcome for the Class Members, and in light of the supporting authority, the  
24 proposed Class Counsel award is fair and reasonable.

25 47. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Costs once  
26 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing  
27 is sufficient for preliminary approval of the negotiated attorneys' fees.

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

2           48.     For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional  
3 certification of the Class is appropriate.

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

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

11          51.     Plaintiff's wage and hour claims are typical of the proposed Settlement Class because  
12 they arise from the same factual basis and are based on the same legal theories applicable to the other  
13 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the  
14 Settlement Class. Plaintiff alleges that they were injured by the same company-wide practices to which  
15 the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated  
16 their ability to advocate for the interests of the Class Member by initiating this litigation, undertaking  
17 extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

18          52.     A class action is superior to a multitude of individual lawsuits. Given the size and amount  
19 of each individual claim, the Class Members likely have little incentive to litigate their claims on an  
20 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each  
21 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case  
22 adjudication.

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

24          53.     Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented  
25 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC  
26 ("Firm"), in 2010. The Firm is a boutique plaintiff firm exclusively representing California employees  
27 in complex wage and hour class actions and representative actions arising under the California Labor  
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1 Code Private Attorney General Act. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.  
2 (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre (Associate  
3 Attorney), Andrea Amaya, Esq. (Associate Attorney), Kendall Garald, Esq. (Associate Attorney), Tesla  
4 Stone (Paralegal), Jennifer Heming (Paralegal) and Madelyn Uchiyama (Legal Assistant).

5 54. I am qualified to represent the Plaintiff, the State of California and the Aggrieved  
6 Employees. I have extensive experience with wage and hour class and representative actions litigation  
7 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort  
8 litigation experience and complex construction product liability experience. I can, will and have  
9 adequately represented the interests of the Plaintiff, the State of California and the Aggrieved  
10 Employees throughout this action.

11 55. I have represented consumers and employees in California class actions, and complex  
12 multi-party product liability actions exclusively for more than 15 years. I have been in practice as a  
13 plaintiffs' civil litigation attorney since April 2007.

14 56. I have significant class counsel and collective action counsel experience. My credentials  
15 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit 4**.

16 57. Since 2010, my firm has successfully resolved hundreds of class action cases and  
17 recovered in excess of \$250 million on behalf of the Firm's clients.

18 58. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a  
19 favorable verdict for the firm's clients.

20 59. Finally, I have published appellate experience in *William Blanchette et al., v. The*  
21 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521 and *Duran v. EmployBridge*  
22 *Holding Company, LLC*, 92 Cal.App.5th 59 (2023).

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60. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see [https://www.superlawyers.com/about/selection\\_process.html](https://www.superlawyers.com/about/selection_process.html).)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26 day of March, 2024, at San Diego, California.

**JCL LAW FIRM, APC**

By: Jean-Claude Lapuyade  
Jean-Claude Lapuyade  
Attorneys for Plaintiff

# **EXHIBIT 1**

**ZAKAY LAW GROUP, APLC**

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(Additional Counsel on Next Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF CONTRA COSTA**

MARK DUTILLIEUL, individually, and on  
behalf of all other members of the general  
public similarly situated,

Plaintiff,

v.

METHODOLOGY, INC., a Delaware  
corporation, and DOES 1 through, inclusive,

Defendants.

Case No. C22-00759

*Assigned for all purposes to Hon. Charles  
S. Treat, Dept. 12*

**JOINT STIPULATION OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT**

Complaint filed: April 19, 2022  
Trial date: Not set

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16 METHODOLOGY, INC.  
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1 **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

2 This Joint Stipulation of Class and Representative Action Settlement (“Joint Stipulation of  
3 Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Mark  
4 Dutilleul, individually, and on behalf of all others similarly situated (“Plaintiff” or “Class  
5 Representative”), and Defendant Methodology, Inc. (“Methodology” or “Defendant”). Plaintiff and  
6 Defendant are collectively referred to herein as “the Parties.”

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 1. For purposes of this Settlement, “Complaint” refers to the Complaint for Damages, filed  
10 and in Contra Costa County Superior Court, Case No. C22-00759 or any subsequent operative complaint  
11 at the time the Court grants Preliminary Approval of this Settlement, including the First Amended  
12 Complaint Plaintiff will file to add a claim for civil penalties under the California Private Attorneys  
13 General Act of 2004 (“PAGA”).

14 2. For purposes of this Settlement, this matter entitled *Mark Dutilleul v. Methodology, Inc.*,  
15 Contra Costa County Superior Court, Case No. C22-00759, is referred to herein as the “Action.”

16 3. For purposes of this Settlement, the “Class Period” is April 19, 2018 through August 16,  
17 2023.

18 4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All  
19 current and former non-exempt employees of Methodology who worked for Methodology within the  
20 State of California at any time during the Class Period. “Settlement Class Members” are those Class  
21 Members who do not submit timely exclusion requests to the Settlement Administrator. The Parties’ best  
22 estimate is that the Class includes approximately 352 individuals who worked approximately 12,532  
23 workweeks.

24 5. For purposes of this Settlement, “Class Counsel” means JCL Law Firm, A.P.C., Lawyers  
25 for Justice, PC, and Zakay Law Group.

26 6. For purposes of this Settlement, “Covered Workweeks” means any week during which a  
27 Class Member worked for Defendant in California for at least one day, during the Class Period.

7. For purposes of this Settlement, “Response Deadline” means the date forty-five (45) days after the Settlement Administrator initially mails the Notice of Class Settlement to the Class Members and the last date on which Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be 15 calendar days from re-mailing. The Response Deadline may be extended only as expressly described herein.

8. For purposes of the Settlement, “Defendant’s Counsel” means Seyfarth Shaw LLP.

9. For purposes of this Settlement, “PAGA” means the California Labor Code’s Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

10. For purposes of this Settlement, “PAGA Allocation” means the portion of the Gross Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims. The Parties have agreed that the PAGA Allocation will be \$20,000.00 from the Gross Settlement Amount. Pursuant to the PAGA, Seventy Five Percent (75%), or \$15,000.00, of the PAGA Allocation will be paid to the Labor and Workforce Development Agency (“LWDA”) (“PAGA Penalty Payment”), and Twenty-Five Percent (25%), or \$5,000, of the PAGA Allocation will be included in the Net Settlement Amount for PAGA Employees (“PAGA Settlement Payment”).

11. For purposes of this Settlement, “PAGA Period” means the period between May 16, 2022 through August 16, 2023.

12. For purposes of this Settlement, “PAGA Employee” means all Class Members that worked for Defendant during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement only, all PAGA Employees are “aggrieved employees” as defined pursuant to PAGA.

13. For purposes of this Settlement, “PAGA Pay Periods” means any pay period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.

14. For purposes of this Settlement, “Class Representative” or “PAGA Representative” means Plaintiff.

15. For purposes of this Settlement, “Released Class Claims” means any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, implicitly or explicitly, including but not limited to state wage-and-hour claims (including all claims under the

California Labor Code) for unpaid minimum and overtime wages, meal and rest period violations, untimely payment of wages, wage statement violations, recordkeeping violations, unreimbursed business expenses, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but not limited to Labor Code §§ 201-203, 204, 210, 218.6, 226, 226.3, 226.7, 246, 510, 512, 1174, 1194, 1197, 1198, 1197.1, 2800, 2802, derivative claims under California Business & Professions Code §§ 17200, *et seq.*, and all claims under the governing Wage Orders.

16. For purposes of this Settlement, “Released PAGA Claims” means all claims for civil penalties under PAGA that have been pleaded or could have been pleaded, based upon the factual allegations and issues set forth in the Notice to the LWDA and alleged in Plaintiff’s to-be-filed First Amended Complaint, including civil penalties under PAGA, fees, and all other claims under PAGA based on allegations made or which could have been made in the Action based on the facts and allegations pleaded in Plaintiff’s Notice to the LWDA and the Complaint, including claims for PAGA penalties arising from allegations of unpaid minimum and overtime wages, failure to provide meal periods, failure to authorize rest periods, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to timely pay final wages, failure to keep records, and failure to indemnify necessary business expenditures.

17. For purposes of this Settlement, “Settlement Payments” means all of the payments to Settlement Class Members (the “Settlement Class Payments”) and all of the payments to PAGA Employees (the “PAGA Settlement Payments”).

## **STIPULATED BACKGROUND**

18. On April 19, 2022, Plaintiff filed a putative class action alleging wage-and-hour claims against Defendant.

19. On May 16, 2023, the Parties participated in a day-long mediation with mediator Judge Mitchel R. Goldberg (Ret.).

20. For purposes of effectuating the Parties' Settlement, Plaintiff shall file a First Amended Complaint to add a claim for civil penalties under PAGA. Solely for purposes of this Settlement,

1 Defendant agrees to conditionally waive its standing and statute of limitations defenses to Plaintiff's  
2 anticipated PAGA claim. If this Settlement is not finally approved, the Parties shall return to the status  
3 quo ante as if the Parties had not entered into this Settlement and Defendant shall have the right to assert  
4 any potentially applicable defense to Plaintiff's PAGA claim, including that Plaintiff lacks standing to  
5 assert a PAGA claim against Defendant and/or that Plaintiff's PAGA claim is barred by the statute of  
6 limitations.

7           21. Solely for purposes of settling this case, the Parties and their respective counsel stipulate  
8 and agree that the requisites for establishing class certification with respect to the Class Members have  
9 been met and are met.

10           22. Should, for whatever reason, the Settlement not become effective, the fact that the Parties  
11 were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not  
12 be admissible in connection with, the issue of whether the Class Members and/or the Class Claims should  
13 be certified in a non-Settlement context in this Action or in any other lawsuit. Defendant expressly  
14 reserves its right to oppose claim or class certification in this or any other action should this Settlement  
15 not become effective.

16           23. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the  
17 claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling  
18 this lawsuit, the action is appropriate for class or representative treatment.

19           24. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge  
20 all disputes and claims arising from or related to the Complaint and Plaintiff's anticipated PAGA notice  
21 to the Labor and Workforce Development Agency.

22           25. Class Counsel has conducted a thorough investigation into the facts of this Action,  
23 including an extensive review of relevant documents, and has diligently pursued an investigation of the  
24 claims of the Class against Defendant. Based on its own independent investigation and evaluation, Class  
25 Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set  
26 forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of  
27 the Class in light of all known facts and circumstances, including Defendant's financial position, the risk

1 of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant,  
2 and numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the  
3 Settlement is fair and in the best interest of the Class.

4 26. The Parties agree to cooperate and take all steps necessary and appropriate to obtain  
5 preliminary and final approval of this Settlement.

6 27. The Parties agree to stay all proceedings in the Action, except such proceedings necessary  
7 to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the  
8 Court.

9 28. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
10 other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

11 **PRIMARY TERMS OF SETTLEMENT**

12 29. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements  
13 set forth herein, the Parties agree, subject to the Court's approval, as follows:

14 a) It is agreed by and among the Settlement Class Members, PAGA Employees, and  
15 Defendant that this case and any claims, damages, or causes of action arising out of  
16 the disputes which are the subject of this case, be settled and compromised as between  
17 the Settlement Class Members, PAGA Employees, and Defendant, subject to the  
18 terms and conditions set forth in this Settlement and the approval of the Court.

19 b) Effective Date: "Effective Date" means the date by when both of the following have  
20 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the  
21 Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the  
22 following occurrences: (a) if no Participating Class Member objects to the Settlement,  
23 the expiration date of the time for filing or noticing any appeal of the Judgment; (b) if  
24 there is an appeal of the Judgment, the date the Judgment is affirmed on appeal, the  
25 date of dismissal of such appeal, or the expiration of the time to file a petition for  
26 review with the California Supreme Court; or (c) if a petition for review is filed, the  
27

1 date of denial of the petition for review, or the date the Judgment is affirmed pursuant  
2 to such petition.

3 c) Gross Settlement Amount: Defendant's maximum total payment under the  
4 Settlement, including all attorney's fees and costs, the Service Payment to the named  
5 Plaintiff, the costs of settlement administration, the PAGA Allocation, and any other  
6 payments provided by this Settlement, is \$200,000.00 ("Gross Settlement Amount"),  
7 except that, to the extent that any portions of the Class Members' Settlement  
8 Payments constitute wages, Defendant will be separately responsible for any  
9 employer payroll taxes required by law, including the employer FICA, FUTA, and  
10 SDI contributions,

11 d) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert  
12 to Defendant.

13 e) No Claim Forms Required: Class Members will not be required to submit a claim  
14 form to receive their Settlement payment.

15 f) Net Settlement Amount: The Net Settlement Amount shall be calculated by  
16 deducting from the Gross Settlement Amount (\$200,000.00) the following sums,  
17 subject to approval by the Court: (1) attorney's fees (not to exceed 1/3 of the Gross  
18 Settlement Amount, or \$66,666.66); (2) reasonable litigation costs (not to exceed  
19 \$25,000.00); (3) the Service Payment (not to exceed \$10,000.00 to the named  
20 Plaintiff); (4) the PAGA Penalty Payment in the amount of \$15,000.00 (which is 75%  
21 of the PAGA Allocation); and (5) costs of settlement administration (estimated not to  
22 exceed \$9,650.00). Settlement Payments to the Class Members will be calculated by  
23 the Settlement Administrator and paid out of the Net Settlement Amount as set forth  
24 below.

25 g) Installment Funding of Settlement: The Gross Settlement Amount will be paid  
26 through a payment plan spanning a 27-month period ("Installment Payments"). The  
27 first payment in the amount of Seven Thousand Four Hundred and Seven Dollars and  
28

Forty Cents \$7,407.40 shall be paid thirty days after the Parties execute the long-form settlement agreement. Thereafter, Defendant will be responsible for submitting 26 equal payments in the amount of Seven Thousand Four Hundred and Seven Dollars and Forty Cents (\$7,407.40) every thirty days. The twenty-seventh and final payment will be in the amount of Seven Thousand Four Hundred and Seven Dollars and Sixty Cents \$7,407.60 and will be submitted thirty days after the twenty-sixth payment. To the extent that any payment required by this paragraph is due on a Saturday, Sunday or legal holiday, the due date shall be continued to the following business day. The settlement administrator shall deposit the Installment Payments into a federally insured bank account. Any interest on the earned money in said bank account shall be remitted to the Net Settlement Amount for distribution to Settlement Class Members. In the event Defendant defaults and fails to make a timely Installment Payment, Defendant shall have ten (10) business days to cure the default ("Cure Period"). Plaintiff and Defendant shall meet and confer during the Cure Period to resolve Defendant's default. If Defendant fails to cure the default within the Cure Period, Plaintiff shall be entitled to enter a stipulated judgment against Defendant for the unpaid balance of the Gross Settlement Amount at the time of default plus interest, and reasonable attorneys' fees and costs incurred enforcing the terms of this Agreement. The Stipulated Judgment is attached as Exhibit A to this Agreement and Defendant will execute the judgment in conjunction with this Agreement. If the Settlement fails to obtain court approval, all deposited monies including interest shall revert back to Defendant.

- h) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendant's maximum total liability under this

1 Settlement shall not exceed the Gross Settlement Amount. The Settlement  
2 Administrator will calculate and submit the Defendant's employer share of payroll  
3 taxes after advising Defendant of the total amount owed, in aggregate, as employer-  
4 side payroll taxes and receiving a lump sum payment from Defendant in that amount  
5 when Defendant makes the 27th Installment Payment as provided for in paragraph  
6 30(g).

7 i) Settlement Class Payments (Excludes PAGA Settlement Payments): Settlement  
8 Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class  
9 Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA  
10 Settlement Payment totalling \$5,000.00), as calculated by the Settlement  
11 Administrator. The pro-rata share will be determined by comparing the individual  
12 Settlement Class Member's Covered Workweeks employed during the Class Period  
13 in California to the total Covered Workweeks of all the Settlement Class Members  
14 during the Class Period as follows: [Workweeks worked by a Settlement Class  
15 Member] ÷ [Sum of all Covered Workweeks worked by all Settlement Class  
16 Members] × [Net Settlement Amount – all PAGA Settlement Payments] =  
17 individual Settlement Payment for a Settlement Class Member. Settlement Class  
18 Payments in the appropriate amounts will be distributed by the Settlement  
19 Administrator by mail to the Settlement Class Members. Un-cashed, unclaimed or  
20 abandoned checks, shall be transmitted to the California Controller's Office, as set  
21 forth below.

22 j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net  
23 Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the  
24 PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement  
25 Administrator. Class Members who are PAGA Employees will not be permitted to  
26 exclude themselves from this portion of the Settlement. The pro-rata share will be  
27 determined by comparing the individual PAGA Employees' PAGA Pay Periods

1 during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees  
2 during the PAGA Period as follows: [PAGA Pay Periods worked by a PAGA  
3 Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA Employees] ×  
4 [PAGA Settlement Payment] = individual PAGA Employee's portion of the PAGA  
5 Settlement Payment. PAGA Settlement Payments to PAGA Employees in the  
6 appropriate amounts will be distributed by the Settlement Administrator by mail to  
7 the PAGA Employees at the same time Settlement Class Payments issue to the  
8 Settlement Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted  
9 to the California Controller's Office, as set forth below. The LWDA's PAGA  
10 Penalty Payment will issue to the LWDA at the same time Settlement Payments  
11 issue to the Settlement Class.

12 k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class  
13 Payments will be allocated as follows: one-third to wages, two-thirds to statutory  
14 penalties and interest. The PAGA Settlement Payment shares to PAGA Employees  
15 will be entirely allocated to civil penalties. Appropriate federal, state and local  
16 withholding taxes will be paid separately by Defendant and in addition to the GSA,  
17 and each Class Member will receive an IRS Form W-2 with respect to this portion of  
18 the Settlement Payment. The employer's share of payroll taxes and other required  
19 withholdings will be paid as set forth above, including but not limited to the  
20 Defendant's FICA and FUTA contributions, based on the payment of claims to the  
21 Class Members. Class Members are responsible to pay appropriate taxes due on the  
22 Settlement Payments they receive. The Settlement Administrator will issue to each  
23 Settlement Class Member an Internal Revenue Service Form W-2 and comparable  
24 state forms with respect to the wage allocation and a Form 1099 with respect to the  
25 penalties and interest allocations, to the extent required by law.

26 l) Escalator Clause: It is estimated that there are approximately 352 Class Members who  
27 worked approximately 12,532 workweeks during the Class Period. The Parties

1 acknowledge and agree that this data (and other information provided by Defendant  
2 for purposes of mediation) was relied on to extrapolate and reach an arms-length  
3 negotiation of Plaintiff's claims in the Action through the Class Period. Should the  
4 Covered Workweeks during the Class Period increase beyond 10% of 12,532 (i.e.,  
5 more than 1,532 workweeks), Defendant shall have the option to (1) increase the  
6 Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the  
7 number of Covered Workweek worked by the Class Members above ten percent  
8 (10%), meaning Defendant will increase the Gross Settlement Amount by the  
9 percentage amount above ten percent (10%) (e.g., if the number of Covered  
10 Workweeks increases by 11% to 13,911 workweeks, the Gross Settlement Amount  
11 will increase by one percent (1%)), or (2) end the Class Period on the day that the total  
12 workweeks reaches 12,532 workweeks.

13 m) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement  
14 Payments to individual Class Members shall be deemed to be paid to such Class  
15 Member solely in the year in which such payments actually are received by the Class  
16 Member. It is expressly understood and agreed that the receipt of such Settlement  
17 Payments will not entitle any Class Member to additional compensation or benefits  
18 under any company bonus, contest or other compensation or benefit plan or  
19 agreement in place during the period covered by the Settlement, nor will it entitle any  
20 Class Member to any increased retirement, 401(k) benefits or matching benefits or  
21 deferred compensation benefits. It is the intent that the Settlement Payments provided  
22 for in this Settlement are the sole payments to be made by Defendant to the Class  
23 Members, and that the Class Members are not entitled to any new or additional  
24 compensation or benefits as a result of having received the Settlement Payments  
25 (notwithstanding any contrary language or agreement in any benefit or compensation  
26 plan document that might have been in effect during the period covered by this  
27 Settlement).

1 n) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not  
2 object to Class Counsel's application for attorney's fees not to exceed 1/3 of the Gross  
3 Settlement Amount (\$66,666.66) and reimbursement of litigation costs and expenses  
4 not to exceed \$25,000.00. Approved attorney's fees and litigation costs shall be paid  
5 at the same time Settlement Payments issue to the Settlement Class. Should the Court  
6 approve attorney's fees and costs in an amount less than that set forth above, the  
7 difference between the lesser amount(s) approved by the Court and the attorney's fees  
8 and costs set forth above shall be added to the Net Settlement Amount.

9 o) General Release and Service Payment: Subject to Court approval, and in exchange  
10 for a general release, Defendant will not object to Class Counsel's application for an  
11 additional payment of up to \$10,000.00 to the Plaintiff as consideration for a general  
12 release of all claims and as a payment for service as Class Representative ("Service  
13 Payment"). It is understood that the Service Payment is in addition to the individual  
14 Settlement Payment to which Plaintiff is entitled to along with the other Class  
15 Members. In exchange, Plaintiff has agreed to a general release of all claims,  
16 whether known or unknown, under federal law or state law against the Releasees,  
17 to the extent permitted by law, through the Class Period ("Plaintiff's Released  
18 Claims"). Plaintiff understands that this general release includes unknown claims  
19 and that Plaintiff is, as a result, waiving all rights and benefits afforded by Civil  
20 Code section 1542, which provides:

21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
22 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**  
23 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**  
24 **EXECUTING THE RELEASE. WHICH IF KNOWN BY HIM OR HER**  
25 **MUST HAVE MATERIALLY AFFECTED HIS OR HER**  
26 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Specifically excluded from Plaintiff's Released Claims are any claims for workers' compensation benefits. The Service Payment will issue at the same time all Settlement Payments are mailed to the Settlement Class.

p) Service Payment: The Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes and for paying any taxes on the amounts received. Should the Court approve a Service Payment in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the Service Payment amount set forth above shall be added to the Net Settlement Amount. Plaintiff agrees not to opt out or object to the Service Payment as the Class Representative.

q) Settlement Administrator: The Settlement Administrator will be Apex Class Action Administration, or such other Settlement Administrator as may be mutually agreeable to the Parties and approved by the Court. The Settlement Administrator's bid for settlement administration services in the amount of \$9,650.00 was selected for the reasonable price and the quality of administration services provided by Apex Class Action Administration.

r) Mailing of Settlement Payments: The Settlement Administrator shall cause the Settlement Payments to be mailed to the Class Members within 15 calendar days of Defendant fully-funding the Settlement as provided for in paragraph 29(g).

s) Notice of Settlement: Within 21 calendar days of the Court's preliminary approval of the Settlement, Defendant will provide to the Settlement Administrator a list in Microsoft Excel format containing each Class Member's (i) full name, (ii) last known address, (iii) Social Security Number, and (iv) the total number of Covered Workweeks for each Class Member during the Class Period and Covered Pay Periods for each PAGA Employee during the PAGA Period ("Class List"). Within 15 calendar days of receipt of the Class List, the Settlement Administrator will perform

1 an NCOA check and will mail the notice to the Class Members setting forth the  
2 material terms of the proposed Settlement, along with instructions about how to object  
3 or request exclusion from the proposed class action Settlement (“Class Notice”). The  
4 Administrator will skip-trace returned mail and re-mail the notice to the new  
5 addresses within five calendar days. These deadlines are subject to court approval.  
6 For each Class Member, there will be pre-printed information on the mailed Class  
7 Notice, based on Defendant’s records, stating the Class Member’s Covered  
8 Workweeks during the Class Period and the estimated total Settlement Payment under  
9 the Settlement, including the Settlement Class Payment and the PAGA Settlement  
10 Payment that will be distributed irrespective of any exclusion request. The pre-  
11 printed information based on Defendant’s records shall be presumed to be correct. A  
12 Class Member may dispute the pre-printed information on the Notice as to his or her  
13 Covered Workweeks during the Class Period. Class Members must submit any  
14 dispute regarding the information on the Class Notice to the Settlement Administrator  
15 as to his or her Covered Workweeks within the Response Deadline. Unless a  
16 disputing Class Member submits documentary evidence in support of his or her  
17 dispute, the records of Defendant will be dispositive.

- 18 t) Class Members Cannot Exclude Themselves from the Released PAGA Claims: Class  
19 Members who are also PAGA Employees submitting a Request for Exclusion will  
20 nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the  
21 Court approves the compromise of the PAGA Claim, all Class Members who are also  
22 PAGA Employees are bound by the Court’s resolution of that Claim. Plaintiff shall  
23 serve a notice of settlement on the California Labor and Workforce Development  
24 Agency at or before the time Plaintiff files the motion for preliminary approval.
- 25 u) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of  
26 Defendant’s records used to calculate Covered Workweeks, and the Parties’ counsel  
27 cannot resolve the dispute informally, the matter will be referred to the Settlement

1 Administrator. The Settlement Administrator will review Defendant's records and  
2 any information or documents submitted by the Class Member and issue a decision  
3 regarding the dispute. If the Settlement Administrator's decision is not accepted by  
4 the Parties and the disputing Class Member, the dispute will be submitted to the Court  
5 for resolution at the time of the final approval hearing. The Class Member must  
6 submit information or documents supporting his or her position to the Settlement  
7 Administrator prior to the expiration of the Response Deadline. Information or  
8 documents submitted after the expiration of the Response Deadline will not be  
9 considered by the Settlement Administrator, unless otherwise agreed to by the Parties.  
10 In the event that the number of Covered Workweeks is increased for any Class  
11 Member, then the Settlement Administrator will recalculate the Individual Settlement  
12 Payments accordingly; in no event will Defendant be required to increase Gross  
13 Settlement Amount.

14 v) Right of Class Member to Request Exclusion from the Settlement: Any Class  
15 Member may request to be excluded from the Class by mailing a "Request for  
16 Exclusion" from the Settlement within the Response Deadline. A Request for  
17 Exclusion must clearly and unequivocally state a desire to be excluded from the Class,  
18 with a statement comparable to the following:

19 "I want to be excluded from the settlement class in *Dutilleul v. Methodology,*  
20 *Inc.*, CCSC Case No. C22-00759."

21 No specific wording is required to state a Request for Exclusion, so long as it is clear  
22 and unequivocal. Any Request for Exclusion must include the name, address,  
23 telephone number, last four digits of the Class Member's Social Security Number,  
24 and the signature of the Class Member requesting exclusion to protect against  
25 falsified Requests for Exclusion. Any such request must be made in accordance  
26 with the terms of the Class Notice, and the Class Notice will advise Class Members  
27 of these requirements. Any Class Member who timely requests exclusion in  
28

1 compliance with these requirements (i) shall not have any rights under this  
2 Settlement other than a right to receive a pro-rata share of the portion of the PAGA  
3 payment allocated to the Class Members if the Class Member is also PAGA  
4 Employee; (ii) shall not be entitled to receive any Settlement Payments under this  
5 Settlement other than as stated in (i) in this paragraph; and (iii) shall not be bound by  
6 this Settlement or the Court's Order and Final Judgment other than as it applies to  
7 the PAGA Claim.

8 w) Right of Settlement Class Member to Object to The Settlement: Any Class Member  
9 may object to the Settlement. To object, the Class Member may (1) appear in person  
10 (including through an audio or video call appearance as required or authorized by the  
11 Court) at the Final Approval Hearing to explain any objection, (2) have an attorney  
12 object for the Class Member, or (3) submit a simple written brief or statement of  
13 objection to the Settlement Administrator. If any Class Member chooses to submit a  
14 written objection, the written objection should contain sufficient information to  
15 confirm the identity of the objector and the basis of the objection, including (1) the  
16 full name of the Settlement Class Member; (2) the signature of the Settlement Class  
17 Member; (3) the grounds for the objection; and (4) be postmarked within the  
18 Response Deadline to permit adequate time for processing and review by the Parties  
19 of the written statement or objection. Class Counsel shall ensure that any written  
20 objections are transmitted to the Court for the Court's review (either by Class Counsel  
21 or as an attachment to declaration from the Settlement Administrator). A Class  
22 Member who does not object prior to or at the Final Approval Hearing, will be  
23 deemed to have waived any objections and will be foreclosed from making any  
24 objections (whether at the Final Approval Hearing, by appeal, or otherwise) to the  
25 Settlement. If the Court rejects the Class Member's objection, the Class Member will  
26 still be bound by the terms of this Agreement. Class Counsel and Defendant's  
27 Counsel may file responses to any written objections submitted to the Court.

1 x) Tax Liability: Class Counsel and Defendant make no representations as to the tax  
2 treatment or legal effect of payments called for hereunder, and Plaintiff and the  
3 Settlement Class Members are not relying on any statement or representation by Class  
4 Counsel or Defendant in this regard. Plaintiff and Settlement Class Members  
5 understand and agree that they will be solely responsible for the payment of any taxes  
6 and penalties assessed on their respective payments described herein. The amount of  
7 federal income tax withholding will be based upon a flat withholding rate for  
8 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as  
9 amended or supplemented. Income tax withholding will also be made pursuant to  
10 applicable state and/or local withholding codes or regulations. Forms W-2 and/or  
11 Forms 1099 will be distributed at times and in the manner required by the Internal  
12 Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code,  
13 the regulations promulgated thereunder, or other applicable tax law, is changed after  
14 the date of this Agreement, the processes set forth in this Section may be modified in  
15 a manner to bring Defendant into compliance with any such changes.

16 y) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR  
17 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND  
18 EACH PARTY TO THIS AGREEMENT OTHER THAN THE  
19 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES  
20 AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO  
21 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG  
22 THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
23 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR  
24 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS,  
25 TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY  
26 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
27 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,

1 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR  
2 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
3 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED  
4 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY  
5 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT  
6 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY  
7 ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY  
8 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING  
9 PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY  
10 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE  
11 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX  
12 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS  
13 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING  
14 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY  
16 THIS AGREEMENT.

17 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

18 30. Subject to the Court's approval, and subject to reconsideration by the Parties after  
19 a competitive bidding process, the Parties have agreed to the appointment of Apex Class Action  
20 Administration to perform the customary duties of Settlement Administrator. The Settlement  
21 Administrator will mail the Notice to the Class Members.

22 31. The Settlement Administrator will independently calculate and/or review the  
23 Covered Workweeks and PAGA Pay Periods attributed to each Class Member and will calculate the  
24 estimated amounts due to each Class Member and the actual amounts due to each Settlement Class  
25 Member and PAGA Employee in accordance with this Settlement. The Settlement Administrator shall  
26 report, in summary or narrative form, the substance of its findings.

32. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement Amount from Defendant, the Settlement Administrator will issue and send out the Settlement Payment checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

33. The Settlement Administrator will post the final judgment approving the Settlement on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after the final judgment is entered. The website will use a page on the Settlement Administrator's website, and not a custom domain for this Settlement. The address of that website will be included in the Class Notice.

**ATTORNEY'S FEES AND COSTS**

34. In consideration for resolving this matter and in exchange for the release of all claims by the Class Members, including Plaintiff, and subject to approval by the Court, Defendant will not object to Class Counsel's application for attorney's fees not to exceed 1/3 of the Gross Settlement Amount (\$66,666.66 of \$200,000.00) and litigation costs not to exceed \$25,000.00. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. As with the Settlement Payments to the Settlement Class, the attorney's fees and costs approved by the Court shall be paid to Class Counsel, within 45 calendar days of the date that settlement funding is completed per Paragraph 29(g) in this Agreement, provided that the Effective Date has passed, the Settlement Administrator has provided the Parties with an accounting of the amounts to be paid by

Defendant pursuant to the terms of this Settlement, and Defendant has fully funded the Settlement in accordance with the Paragraph 29(g) in this Agreement.

### **THE NOTICE PROCESS**

35. A Notice in approximately the form attached hereto as Exhibit “A,” and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

a) Within 21 calendar days from the date of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class List. This database shall be based on Defendant’s payroll and other business records. The Settlement Administrator will run a check of the Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of Address List; this check will be performed only once per Class Member by the Settlement Administrator. Absent mutual written agreement of counsel for the Parties or Court order, the Settlement Administrator will keep this database confidential and secure and use it only for the purposes described herein, and will return this database to Defendant upon final approval of the settlement or destroy electronic records containing the database after the Settlement is final and all payments are distributed as required under this Agreement.

b) Within 15 calendar days after the Class database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class United States mail.

c) Class Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Class Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do

1 a computer search for a new address using the Class Member's social security number  
2 and/or other information. In any instance where a Class Notice is re-mailed, that Class  
3 Member will have until the extended Response Deadline as described above. A letter  
4 prepared by the Settlement Administrator will be included in the re-mailed Class  
5 Notice in that instance, stating the extended Response Deadline if different than the  
6 original Response Deadline. Upon completion of these steps by the Settlement  
7 Administrator, Defendant and the Settlement Administrator shall be deemed to have  
8 satisfied their obligations to provide the Class Notice to the affected Class Member.  
9 The affected Class Member shall remain a member of the Settlement Class and shall  
10 be bound by all the terms of the Settlement and the Court's Order and Final Judgment.  
11 d) Class Counsel shall provide to the Court a declaration by the Settlement  
12 Administrator of due diligence and confirming mailing of the Notices.

13 **DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS**

14 36. As set forth above, each Class Member will have until the expiration of the applicable  
15 Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class  
16 Member's Covered Workweek information on the Notice. No disputes will be honored if they are  
17 submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute.  
18 Each Class Member is responsible to maintain a copy of any documents sent to the Settlement  
19 Administrator and a record of proof of mailing.

20 37. The Settlement Administrator shall cause the Settlement Payments to be mailed to the  
21 Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and  
22 PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and  
23 negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will  
24 automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member  
25 within that time, and the Class Member's relevant claims will remain released by the Settlement.  
26 Settlement Payment checks which have expired will not be reissued.

38. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date.

39. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and filed with the Court by Class Counsel.

**RELEASE BY THE CLASS AND PAGA EMPLOYEES**

40. Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

- a) **Identity of Released Parties.** The released parties are Defendant, and its owners, subsidiaries, affiliates, parents, agents, exempt employees, partners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors, assigns and agents, (collectively "Releasees").
- b) **Date Release Becomes Active.** The Released Class Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Class Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

1 c) **Claims Released by Settlement Class Members.** Each and every Class Member, on  
2 behalf of himself or herself and his or her heirs and assigns, unless he or she has  
3 submitted a timely and valid Request for Exclusion (which will not effectuate an opt-  
4 out from the release of Released PAGA Claims if the Class Member is also a PAGA  
5 Employee), hereby releases the Releasees from the following claims for the entire  
6 Class Period:

7 Any and all claims stated in the Action, or that could have been stated based on  
8 the facts alleged in the Action, implicitly or explicitly, including but not limited  
9 to state wage and hour claims (including all claims under the California Labor  
10 Code) for unpaid minimum and overtime wages, meal and rest period violations,  
11 untimely payment of wages, wage statement violations, recordkeeping violations,  
12 unreimbursed business expenses, interest, penalties, and attorneys' fees, waiting  
13 time penalties, withholding from wages and the related provisions of the Labor  
14 Code including but not limited to Labor Code §§ 201-203, 204, 210, 218.6, 226,  
15 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1197.1, 2800, 2802, derivative  
16 claims under California Business & Professions Code §§ 17200, et seq., and all  
17 claims under the governing Wage Orders. (*see* Paragraph 15, above).

18 d) **Claims Released by PAGA Employees.** All PAGA Employees employed during  
19 the Released PAGA Claims Period (whether requesting exclusion from the Settlement  
20 or not) will release the Released PAGA Claims (*see* Paragraph 16, above).

21 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

22 41. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court  
23 in support of Plaintiff's unopposed motion for preliminary approval – to be provided to Defendant's  
24 Counsel for review and approval at least five days in advance of filing – for determination by the Court  
25 as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action  
26 Settlement, the Parties shall apply to the Court for the entry of an order:

- 1 a) Scheduling a final approval and fairness hearing on the question of whether the  
2 proposed Settlement, including payment of attorney's fees and costs, and the Class  
3 Representative's service payment, should be finally approved as fair, reasonable, and  
4 adequate as to the members of the Class;
- 5 b) Certifying a Class for purposes of this Settlement only;
- 6 c) Approving as to form and content the proposed Notice;
- 7 d) Directing the mailing of the Notice;
- 8 e) Preliminarily approving the Settlement subject only to any objections of Class  
9 Members and final review by the Court;
- 10 f) Conditionally appointing Plaintiff and Class Counsel as representatives of the  
11 proposed Class Members; and,
- 12 g) Appointing Apex Class Action Administration as the Settlement Administrator, and  
13 order the Settlement Administrator to issue Notices as outlined above.

14 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

15 42. In conjunction with the hearing of a motion for final approval by the Court of the  
16 Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's  
17 Counsel for review and approval at least five days in advance and then submit to the Court a motion for  
18 final approval and a proposed final order and judgment containing provisions sufficient to accomplish  
19 the following:

- 20 a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and  
21 adequate, and directing consummation of its terms and provisions;
- 22 b) Approving Class Counsel's application for an award of attorney's fees and costs;
- 23 c) Approving the Settlement Administration Costs;
- 24 d) Approving the Service Payment to the Class Representative;
- 25 e) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting  
26 duties under the Settlement.

- 1 f) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement  
2 Class for the purpose of entering into and implementing the Agreement;  
3 g) Adjudging that Defendant has funded the Gross Settlement Amount;  
4 h) Entering a final judgment in the action;  
5 i) Adjudging that notwithstanding the submission of a timely request for exclusion,  
6 Class Members are still bound by the settlement and release of the Released PAGA  
7 Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal.  
8 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the  
9 Released PAGA Claims, and further affirms that the State's claims for civil penalties  
10 pursuant to PAGA are also extinguished;  
11 j) Directing the posting of the final judgment on a webpage maintained by the  
12 Settlement Administrator for a period of not less than 90 calendar days after entry of  
13 final judgment.

14 Any revised final judgments will also be provided to Defendant's Counsel for review and  
15 approval before they are submitted to the Court.

16 **NULLIFICATION AND TERMINATION**

17 43. This Settlement will be null and void if any of the following occur: (a) the Court should  
18 for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to  
19 preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than  
20 adjustments made to the attorney's fees and costs or granting of the Service Payment; (c) the Court should  
21 for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or  
22 rendered void; or (e) the Settlement does not become final for any other reason.

23 44. If ten percent (10%) or more of the Class Members opt out of this Settlement, then  
24 Defendant in its sole discretion may terminate, nullify and void this Settlement. The Settlement  
25 Administrator shall provide Defendant's Counsel with the information necessary to effectuate this  
26 provision on a regular basis, but no less frequently than on a weekly basis. To terminate this Settlement  
27 under this paragraph, Defendant's Counsel must give Plaintiff's Counsel written notice, by facsimile, e-

1 mail, or mail, no later than 10 court days after the Response Deadline. If this option is exercised by  
2 Defendant, Defendant shall be solely responsible for the costs incurred by the Settlement Administrator  
3 for the settlement administration.

4 45. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement  
5 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or  
6 proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all  
7 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been  
8 neither entered into nor filed with the Court.

9 **PARTIES' AUTHORITY**

10 46. The signatories hereto hereby represent that they are fully authorized to enter into this  
11 Settlement and bind the Parties hereto to the terms and conditions thereof.

12 **MUTUAL FULL COOPERATION**

13 47. The Parties agree to fully cooperate with each other to accomplish the terms of this  
14 Settlement including, but not limited to, execution of such documents and taking such other action as  
15 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement  
16 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that  
17 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set  
18 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the  
19 assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the  
20 Court's preliminary and final approval of this Settlement.

21 **NO PRIOR ASSIGNMENTS**

22 48. The Parties and their respective counsel represent, covenant, and warrant that they have  
23 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber  
24 to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein  
25 released and discharged except as set forth herein.

26 **NO ADMISSION OF LIABILITY**

49. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all the claims and contentions alleged by the Plaintiff in this case. Defendant has entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

#### **ENFORCEMENT ACTIONS**

50. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

#### **NOTICES**

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

Class Counsel:

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (SBN 277924)  
Jackland K. Hom (SBN 327243)  
Julieann Alvarado (SBN 334727)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047  
Facsimile: (858) 404-9203  
shani@zakaylaw.com  
jackland@zakaylaw.com  
julieann@zakaylaw.com

**JCL LAW FIRM, APC**  
Jean-Claude Lapuyade (SBN 248676)  
Sydney Castillo Johnson (SBN 343881)  
Monnett De La Torre (SBN 272884)

Counsel for Defendant

**SEYFARTH SHAW LLP**  
Justin T. Curley  
560 Mission Street, 31<sup>st</sup> Floor  
San Francisco, California 94105  
Telephone: (415) 397-2823  
Facsimile: (415) 397-8549  
[jcurley@seyfarth.com](mailto:jcurley@seyfarth.com)

**SEYFARTH SHAW LLP**  
Jeffrey A. Nordlander (SBN 308929)  
400 Capitol Mall, Suite 2350  
Sacramento, California 95814  
T: (916) 448-0159  
F: (916) 558-4839  
[jnordlander@seyfarth.com](mailto:jnordlander@seyfarth.com)  
Telephone: (818) 265-1020  
Fax: (818) 265-1021

5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
Facsimile: (619) 599-8291  
jlapuyade@jcl-lawfirm.com  
scastillo@jcl-lawfirm.com  
mdelatorre@jcl-lawfirm.com

**LAWYERS FOR JUSTICE, PC**  
Edwin Aiwazian (SBN 232943)  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

### **CONSTRUCTION**

52. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement.

### **CAPTIONS AND INTERPRETATIONS**

53. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

### **MODIFICATION**

54. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

### **INTEGRATION CLAUSE**

55. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel regarding this Settlement and transaction are merged herein. No rights hereunder may be waived except in writing.

### **WAIVER OF APPEALS**

56. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent (25%) of the Gross Settlement Amount as attorney's fees.

## BINDINGS ON ASSIGNS

57. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

## CLASS COUNSEL SIGNATORIES

58. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement. The Notice will advise all Class members of the binding nature of the Released Class Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

## COUNTERPARTS

59. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

## CONFIDENTIALITY & PUBLIC COMMENT

60. The Class Representative and Class Counsel agree they will not make any disparaging comments about Defendant relating to this Settlement of this class action or disclose the negotiations of the Settlement. Class Members may receive information about the Settlement that is not in the public record after the Court has preliminarily approved the Settlement. Other than as to Class Members or as expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other than in court filings. Any communication about the Settlement to Class Members prior to the Court-approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the details that

would necessarily be included in any Court-approved Notice if a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class Representative is prohibited from discussing the terms or the fact of the settlement with third parties other than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all times, the Class Representative is prohibited from communicating about the terms or the fact of the settlement on any form of public media or social media. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the restrictions against any public disclosure of the Settlement. Class Counsel will not include or use the settlement for any marketing or promotional purposes.

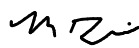
**FINAL JUDGMENT**

61. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

**IT IS SO STIPULATED.**

Dated: 03/19, 2024

  
Mark Dutilleul (Mar 19, 2024 09:53 PDT)  
Plaintiff MARK DUTILLIEUL

Dated: 03/20, 2024

METHODOLOGY, INC.

By: \_\_\_\_\_

  
\_\_\_\_\_  
Signature  
Stephen Liu  
\_\_\_\_\_  
Name  
COO  
\_\_\_\_\_  
Title

AS TO FORM:

1 Dated: March 11, 2024

ZAKAY LAW GROUP, APLC

2  
3 By: 

4 Shani O. Zakay  
5 Jackland K. Hom  
6 Julieann Alvarado  
7 Rachel Newman

8 Dated: Dated: March 11, 2024

JCL LAW FIRM, APC

9 By: 

Jean-Claude Lapuyade

10 Attorneys for Plaintiff  
11 MARK DUTILLIEUL

12 Dated: March 11, 2024

Lawyers for Justice, PC

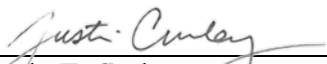
13  
14 By: 

15 Edwin Aiwazian  
16 Arby Aiwazian  
17 Joanna Ghosh  
18 Vartan Madoyan

19 Attorneys for Plaintiff  
20 MARK DUTILLIEUL

21 Dated: March 19, 2024

SEYFARTH SHAW LLP

22 By: 

23 Justin T. Curley  
24 Jeffrey A. Nordlander

25 Attorneys for Defendant  
26 METHODOLOGY, INC.  
27  
28

# EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

*Mark Dutilleul v. Methodology, Inc., Case Number C22-00759*

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against METHODOLOGY, INC. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees Mark Dutilleul (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees who are or previously were employed by Defendant (“Class Members”) and performed work in California during the Class Period (April 19, 2018 to August 16, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period (May 16, 2022 to August 16, 2023) (“PAGA Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$XX (less withholding) and your Individual PAGA Payment is estimated to be \$XX**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked XX workweeks** during the Class Period and **you worked XX workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.**

### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                | If you do nothing, you will be a Settlement Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b>                               | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Employees and the PAGA Employees must give up their rights to pursue Released Claims (defined below).</p>       |
| <b>Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by</b> | All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice. |

|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Can Participate in the _____ Final Approval Hearing</b>                                                                     | The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.                                                                                                                |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by _____</b> | The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, failing to pay meal period premiums, failing to pay rest period premiums, failing to pay minimum wages, failing to provide required meal and rest periods, failing to pay timely final wages, failing to pay timely wages during employment, failing to provide compliant wage statements, failing to keep requisite payroll records, and failing to reimburse employees for required expenses. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers for Justice, PC (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired a retired judge in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because

they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

**3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Gross Settlement Amount. Defendant Will Pay \$200,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and litigation costs, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement through a payment plan spanning a 27-month period.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$66,666.66 (One-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation costs. To date, Class Counsel has worked and incurred costs on the Action without payment.
  - B. Up to \$10,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$9,650.00 to the Administrator for services administering the Settlement.
  - D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Settlement Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interests and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **XX**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **XX** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement comparable to the following: “I want to be excluded from the settlement class in Dutilleul v. Methodology, Inc., CCSC Case No. C22-00759.” Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Settlement Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, and separately paid all employer payroll taxes, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Settlement Class Members will be bound by the following release:

All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, implicitly or explicitly, including but not limited to state wage-and-hour claims (including all claims under the California Labor Code) for unpaid minimum and overtime wages, meal and rest period violations, untimely payment of wages, wage statement violations, recordkeeping violations, unreimbursed business expenses, interest, penalties, and attorneys’ fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but not limited to Labor Code §§ 201-203, 204, 210, 218.6, 226, 226.3, 226.7, 246, 510, 512, 1174, 1194, 1197, 1198, 1197.1, 2800, 2802, derivative claims under California Business & Professions Code §§ 17200, et seq., and all claims under the governing Wage Orders.

10. PAGA Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all PAGA Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Employees’ Releases for Settlement Class Members and Non-Participating Class Members are as follows:

All Settlement Class Members and Non-Participating Class Members who are

PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties under PAGA that have been pleaded or could have been pleaded, based upon the factual allegations and issues set forth in the Notice to the LWDA and alleged in Plaintiff's First Amended Complaint, including civil penalties under PAGA, fees, and all other claims under PAGA based on allegations made or which could have been made in the Action based on the facts and allegations pleaded in Plaintiff's Notice to the LWDA and the Complaint, including claims for PAGA penalties arising from allegations of unpaid minimum and overtime wages, failure to provide meal periods, failure to authorize rest periods, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to timely pay final wages, failure to keep records, and failure to indemnify necessary business expenditures.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payment totaling \$5,000. Each Settlement Class Members' Individual Class Payment will be calculated by comparing the individual Settlement Class Members' Workweeks worked during the Class Period to the Workweeks of all Settlement Class Members worked during the Class Period as follows:  $[\text{Workweeks worked by a Settlement Class Member} \div \text{sum of all Workweeks worked by all Settlement Class Members}] \times [\text{Net Settlement Amount} - \text{the PAGA Settlement Payment}] = \text{Individual Class Payment}$ .
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees as follows:  $[\text{PAGA Pay Periods worked by an PAGA Employee} \div [\text{Sum of all PAGA Pay Periods worked by all PAGA Employees} \times [\text{PAGA Settlement Payment}]] = \text{Individual PAGA Payment}$ .
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **MONTH XX, 202X** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and

Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

1. Settlement Class Members. The Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement comparable to the following: "I want to be excluded from the settlement class in *Dutillieul v. Methodology, Inc.*, CCSC Case No. C22-00759." The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Mark Dutillieul v. Methodology, Inc., Case Number C22-00759*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by MONTH XX, 202X, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least twenty-eight (28) days before the **MONTH XX, 202X** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.apexclassaction.com/> or the Court's website <https://www.cc-courts.org/>.

A Settlement Class Member who disagrees with any aspect of the Agreement, the

Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is XX.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Mark Dutillieul v. Methodology, Inc., Case Number C22-00759* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on XX at XX:XX am/pm in Department XX of the Contra Costa Superior Court, located at 725 Court Street, Martinez Martinez, CA 94553. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.apexclassaction.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's website at <https://www.apexclassaction.com/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.cc-courts.org/default.aspx>) and entering the Case Number for the Action, Case No. C22-00759. You can also make an appointment to personally review court documents in the Clerk's Office at the Contra Costa Superior Court.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121

T: 619-599-8292  
jlapuyade@jcl-lawfirm.com

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-892-7095  
F: 858-404-9203  
Shani@zakaylaw.com

**Apex Class Action LLC**  
18 Technology Drive, Suite 164  
Irvine, CA 92618  
Tel: 1-800-355-0700

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

# **EXHIBIT 2**

# **EXHIBIT 3**



**Quotation Request:**

Perssia Razma  
JCL Law Firm, A.P.C.  
prazma@jcl-lawfirm.com  
888.498.6999

**Case Name:**

Mark Dutillieul v. Methodology, Inc.

**Date:**

Thursday, September 14, 2023

**RFP Number:**

69990023

**Prepared By:**

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

**Settlement Specifications**

|                                  |          |
|----------------------------------|----------|
| Estimated Class Size:            | 352      |
| Certified Language Translation:  | Optional |
| Static Settlement Website        | No       |
| Percentage of Undeliverable Mail | 20%      |

| Professional Services                                                                                               | Fee Calculation | Rate(s)  | Quantity | Estimated Cost |
|---------------------------------------------------------------------------------------------------------------------|-----------------|----------|----------|----------------|
| <b>Data Analytics and Standardization</b>                                                                           |                 |          |          |                |
| Import and Standardize Data*                                                                                        | Per Hour        | \$125.00 | 2        | \$250.00       |
| Data Analyst                                                                                                        | Per Hour        | \$150.00 | 2        | \$300.00       |
| *Data provided must be in a workable format. Apex can standardized provided data at an additional cost of \$150/hr. |                 |          |          |                |
| Sub Total:                                                                                                          |                 |          |          | \$550.00       |

|                                                            |             |            |     |            |
|------------------------------------------------------------|-------------|------------|-----|------------|
| <b>Mailing of Class Notice</b>                             |             |            |     |            |
| Form Set Up                                                | Per Hour    | \$120.00   | 1   | \$120.00   |
| Print & Mail Class Notice                                  | Per Piece   | \$1.50     | 352 | \$528.00   |
| USPS First Class Postage                                   | Per Piece   | \$0.66     | 352 | \$232.32   |
| Remail Undeliverable Mail (Skip-Trace)                     | Per Piece   | \$2.15     | 70  | \$151.36   |
| Receive and Process Undeliverable Mail                     | Per Hour    | \$75.00    | 0.5 | \$37.50    |
| Process Class Member Correspondence via mail, e-mail & fax | Per Piece   | \$75.00    | 1   | \$75.00    |
| NCOA Address Update (USPS)                                 | Static Rate | \$75.00    | 1   | \$75.00    |
| Certified Language Translation: Spanish                    | Static Rate | \$1,200.00 | 1   | Optional   |
| Sub Total:                                                 |             |            |     | \$1,219.18 |

|                            |          |          |   |          |
|----------------------------|----------|----------|---|----------|
| <b>Project Management</b>  |          |          |   |          |
| Project Management         | Per Hour | \$150.00 | 2 | \$300.00 |
| Project Coordinator        | Per Hour | \$90.00  | 2 | \$180.00 |
| Data Analyst and Reporting | Per Hour | \$140.00 | 1 | \$140.00 |
| Sub Total:                 |          |          |   | \$620.00 |



| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Toll-Free Contact Center, Website & Reporting |             |          |            |         |
|-----------------------------------------------|-------------|----------|------------|---------|
| Bilingual Toll-Free Contact Center            | Static Rate | \$79.82  | 1          | \$79.82 |
| Settlement Status Reports                     | Static Rate | \$750.00 | 1          | Waived  |
|                                               |             |          | Sub Total: | \$79.82 |

| Distribution & Settlement Fund Management                   |             |            |            |            |
|-------------------------------------------------------------|-------------|------------|------------|------------|
| Settlement Calculations (Preliminary and Final)             | Per Hour    | \$120.00   | 3          | \$360.00   |
| Account Management and Reconciliation                       | Per Hour    | \$140.00   | 3          | \$420.00   |
| Print & Mail Distribution Settlement Check (W-2/1099)       | Per Piece   | \$1.50     | 352        | \$528.00   |
| USPS First Class Postage                                    | Per Piece   | \$0.66     | 352        | \$232.32   |
| Remail Distribution to Updated Address (Skip Trace)         | Per Piece   | \$2.15     | 35         | \$75.68    |
| Individual Income Tax Preparation & Reporting               | Per Hour    | \$100.00   | 10         | \$1,000.00 |
| QSF Income Tax Reporting (per calendar year)                | Per Year    | \$1,000.00 | 3          | \$3,000.00 |
| Unclaimed Funds: State Controller's Unclaimed Property Fund | Static Rate | \$500.00   | 1          | \$500.00   |
|                                                             |             |            | Sub Total: | \$6,116.00 |

| Post Distribution Reconciliation  |          |          |            |            |
|-----------------------------------|----------|----------|------------|------------|
| Bank Account Reconciliation       | Per Hour | \$135.00 | 3          | \$405.00   |
| Project Management Reconciliation | Per Hour | \$100.00 | 3          | \$300.00   |
| Declarations                      | Per Hour | \$120.00 | 3          | \$360.00   |
|                                   |          |          | Sub Total: | \$1,065.00 |

|                                                                         |             |
|-------------------------------------------------------------------------|-------------|
| TOTAL ESTIMATED ADMINISTRATION COST WITH SPANISH TRANSLATION:           | \$10,900.00 |
| TOTAL ESTIMATED ADMINISTRATION COST <b>WITHOUT</b> SPANISH TRANSLATION: | \$9,650.00  |

Thank you for your business!

## Terms & Conditions

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

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

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

# **EXHIBIT 4**

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

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**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

**Honors:**

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

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

**Biography:**

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

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

**Education:**

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

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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

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

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

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