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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

SHANE ANDERSEN and MICHAEL
GAUQUIER, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiff,

v.

TERRA VISTA MANAGEMENT, INC., a
California corporation; CAMPLAND, LLC, a
Delaware limited liability company; DE ANZA
SAN DIEGO FOOD AND BEVERAGE, INC.,
a California corporation; DE ANZA
CORPORATION, a California corporation;
BAYSIDE VILLAGE MARINA LLC, a
California limited liability company, and DOES
1-50, Inclusive,

Defendants.

Case No: 24CU006415C

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

Date: March 13, 2026

Time: 10:30 a.m.

Judge: Hon. Loren Freestone

Dept.: C-64

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

2 1. I am over eighteen years of age and if called as a witness, I could and would 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 Zakay Law Group, APLC (hereinafter "Class Counsel"). I am co-counsel of record
5 for Plaintiffs Shane Andersen and Michael Gauquier ("Plaintiffs") in this wage and hour class and
6 PAGA action filed against Defendants Terra Vista Management, Inc. Campland, LLC; De Anza San
7 Diego Food and Beverage, Inc.; Defendant De Anza Corporation; and Bayside Village Marina LLC
8 (collectively "Defendants").

9 1. This declaration is being submitted in support of Plaintiff's Motion for Preliminary
10 Approval of Class Action and PAGA Settlement.

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

13 I. EXHIBITS

14 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
15 of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement
16 Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed
17 Notice Packet.

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

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

24 II. CLASS COUNSEL'S EXPERIENCE

25 6. Plaintiffs are represented by competent Class Counsel who have extensive experience in
26 litigating wage and hour class action cases. My firm has worked on this matter over the course of the
27 litigation during the last 18 months. My credentials are reflected in the Zakay Law Group, APLC firm
28 resume, a true and correct copy of which is attached hereto as **Exhibit "3"**. Some of the major cases

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

8 **III. INTRODUCTION**

9 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
10 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm’s length.
11 The Settlement confers substantial benefits to the Class Members. The relief offered by the Settlement
12 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
13 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
14 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
15 denied or of Defendants prevailing at trial. The entire Net Settlement Amount will be paid to all
16 Settlement Class Members who do not opt out of the Settlement resulting in an average Individual
17 Settlement Payment of approximately **\$344.97**.

18 8. As discussed below, the proposed Settlement satisfies all criteria for preliminary
19 settlement approval and falls within the range of reasonableness. The average Individual Settlement
20 Payment to the Settlement Class Members meets awards in similar wage and hour class actions.
21 Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiffs
22 respectfully request the Court grant preliminary approval of the Settlement.

23 **IV. FACTS AND PROCEDURE**

24 **A. Overview of the Litigation**

25 9. Defendant Terra Vista Management, Inc. (“TVM”) is a property management company
26 and provides property management services for certain owners of properties in California, including in
27 San Diego County, where Plaintiffs worked at a property owned by another Defendant which is
28 managed by TVM.

1 10. Generally, Plaintiffs’ actions allege that Defendants failed to provide compliant meal and
2 rest periods, failed to pay all hours worked, failed to pay overtime, redeemed sick pay, and meal period
3 premiums at the correct regular rate of pay, failed to furnish accurate itemized wage statements, failed
4 to reimburse for mandatory business expenses, and failed to pay all wages upon separation. Defendants
5 deny liability for each of Plaintiffs’ claims. Further, Defendants asserts that they fully complied with
6 all applicable employment laws and raised several other significant defenses to Plaintiffs’ claims, as
7 detailed below.

8 11. On August 16, 2024, Plaintiff Andersen served a PAGA notice on the LWDA and
9 Defendants. On the same day, Plaintiff Andersen filed a class action complaint in San Diego Superior
10 Court, Case No. 24CU006415C (the “*Andersen Class Action*”), alleging claims for unfair competition,
11 failure to pay minimum and overtime wages, meal and rest period violations, wage statement violations,
12 failure to pay wages when due, and failure to reimburse business expenses. On October 21, 2024,
13 Plaintiff Andersen filed a separate PAGA action in Case No. 24CU018389C (the “*Andersen PAGA*
14 *Action*”).

15 12. On October 23, 2024, Defendants filed a motion to compel arbitration in the Andersen
16 Class Action, requesting that the Court dismiss Plaintiff Andersen’s Class Claims, and compel his
17 individual wage and hour claims to arbitration. After full briefing and oral argument, the Court issued
18 an order on April 28, 2025, denying Defendants’ motion in its entirety on the grounds that the arbitration
19 agreement was procedurally and substantively unconscionable, thus unenforceable.

20 13. Defendants appealed the Court’s Order, which is currently pending.

21 14. Both Plaintiffs and Defendants agreed to mediate the Action. To prepare for mediation,
22 the Parties agreed that Defendant would informally produce additional documents and data points
23 subject to the mediation privilege, including but not limited to, a sample of the Class Members’ time
24 and payroll data, certain payroll data points, and pertinent wage and hour policies. As discussed *infra*,
25 Plaintiffs’ counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
26 Defendants’ time and payroll data.

27 15. On March 4, 2025, the Parties participated in a full-day mediation with experienced
28 mediator Steve Pearl, Esq. The mediation did not conclude with a settlement. However, after further

1 arm's-length negotiations, the Parties reached an agreement to settle on or about July 28, 2025, which
2 was subsequently memorialized in a Memorandum of Understanding executed in early November,
3 2025.

4 16. To facilitate the settlement, on December 8, 2025, Plaintiff Andersen Amended his
5 PAGA notice to include all Released PAGA Claims that accrued during the PAGA Period, to the extent
6 they were not already included. Also to facilitate the settlement, the Parties to the *Andersen* Class Action
7 stipulated to allow Plaintiff leave to file a First Amended Complaint which added Plaintiff Gauquier as
8 a named plaintiff, added Bayside Village Marina LLC as a defendant, and included all released class
9 claims and a single PAGA cause of action encompassing all released PAGA claims. This First Amended
10 Complaint was filed on December 26, 2025. The Parties to the Anderson Class Action also filed a joint
11 motion to stay the appeal pending trial court's approval of the settlement.

12 17. On January 14, 2026, Plaintiff Andersen filed a Request for Dismissal, without prejudice,
13 in the *Andersen* PAGA Action, Case No. 24CU018389C. On January 29, 2026, Plaintiff Gauquier filed
14 a Request for Dismissal in the *Gauquier* Action, Case No. 24CU002703C, without prejudice, making
15 the Andersen Class Action, Case No. 24CU006415C, the controlling case.

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

17 18. Months before filing the Action, Class Counsel began its pre-filing investigation into the
18 Plaintiff Andersen's complaints. Class Counsel's investigation started with several lengthy interviews
19 with Plaintiff Andersen. As part of the interview process, Plaintiff Andersen produced documents
20 related to his employment, including wage statements. At the conclusion of the interviews, Class
21 Counsel determined that Plaintiff's complaints justified further inquiry.

22 19. Class Counsel subsequently requested Plaintiff Andersen's employee file from
23 Defendants. In response, Defendants produced over 150 pages of documents, including but not limited
24 to, copies of Defendants' written policies and Plaintiff's payroll records and timesheets. Class Counsel
25 reviewed and analyzed the documents and determined the documents appeared to substantiate
26 Plaintiff's claims.

27 20. To prepare for mediation, Defendants produced the time and payroll records for the Class
28 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums

1 paid to the Class Members, average hourly rate for the Class Members, and copies of applicable policies,
2 and agreements.

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

8 22. BCG analyzed Defendants' time and payroll data to assist in the development of various
9 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
10 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
11 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
12 meal and rest periods, and the amount of meal and rest period premiums paid during the Class Period.

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

24 24. Class Counsel only agreed to enter the Settlement following this thorough investigation
25 and evaluation of Plaintiffs' claims. Based on its investigation of the facts, applicable law, and
26 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
27 associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly
28

1 believe this Agreement to be in the best interests of the Class Members. Because the Settlement's terms
2 are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

3 **C. The Parties Settled After Mediation**

4 25. On March 4, 2025, the Parties participated in a full day mediation with mediator Steve
5 Pearl, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediator helped
6 manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both
7 sides. The Parties made substantial progress with Mediator Pearl's assistance. Namely, the Parties
8 exchanged information regarding their respective claims and defenses, including their respective
9 evaluation of the damages. The mediation did not conclude with a settlement. However, after further
10 arm's-length negotiations, the Parties reached a settlement on or about July 28, 2025, which was
11 subsequently memorialized in the form of a Memorandum of Understanding ("MOU") executed in early
12 November 2025. The complete and final terms of the Parties' settlement are now set forth in the
13 Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable
14 compromise of the claims at issue.

15 26. On September 9, 2024, Plaintiff Andersen filed a lawsuit against Defendants alleging
16 causes of action for retaliation in violation of Labor Code Sections 98.6, 1102.5, and 6310, constructive
17 discharge in violation of public policy, breach of implied contract, and breach of contract. Plaintiff
18 Andersen asserted these claims on behalf of himself, as an individual, and not on a class-wide basis.
19 These claims are separate from the wage and hour claims in the case at bar. Separate from the Class
20 Action and PAGA Settlement, Plaintiff Andersen entered into an individual settlement with Defendants
21 in which he granted Defendants a broad release of all claims, including the claims outlined in his
22 individual lawsuit. Plaintiff will file this settlement agreement under seal for the Court to review in
23 camera, at the Court's request.

24 27. The Parties participated in mediation the mediator Steve Pearl, Esq. Mediator Pearl
25 managed the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both
26 sides. (*In re Apple Computer, Inc. Derivative Litig.*, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS
27 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against any inference
28 of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's

1 involvement in pre-certification settlement negotiations helps to ensure that the proceedings were free
2 of collusion and undue pressure.”).) The mediation did not conclude with a settlement. However, after
3 further arm's-length negotiations, the Parties reached a settlement, which was subsequently
4 memorialized in the form of a Memorandum of Understanding.

5 28. The Parties then engaged in negotiations regarding the written terms of the class action
6 settlement. The Agreement is the final product of the mediated negotiations. Objectively, the Settlement
7 terms are fair, adequate and represent a reasonable compromise of the claims at issue.

8 V. ARGUMENT

9 A. The Court Should Preliminarily Approve the Settlement

10 Class Counsel’s Thorough Investigation Provided an Objective Measurement of the Settlement’s
11 Reasonableness.

12 29. As set forth in greater detail above, Class Counsel conducted a very thorough
13 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
14 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
15 Although no two cases are identical, this research provided Class Counsel with a marker to inform
16 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
17 Class Counsel to realistically assess the value of Plaintiffs’ claims and intelligently engage defense
18 counsel in settlement discussions that culminated in the proposed settlement now before the Court.

19 30. Class Counsel only agreed to enter the Settlement following their thorough investigation
20 and evaluation of Plaintiffs’ claims. Based on this investigation of the facts, applicable law, and
21 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
22 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this
23 Agreement to be in the best interest of the Class Members. Because the Settlement’s terms are fair,
24 reasonable, and adequate, the Court should preliminarily approve the Settlement.

25 The Gross Settlement Amount Meets the Recognized Range of Reasonableness.

26 31. The Gross Settlement Amount of \$660,000.00 is fair and reasonable considering the
27 nature and magnitude of the claims being settled and the various potential impediments to recovery.
28 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring

1 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The
2 various models were informed by Class Counsel's investigation, including the analysis of a significant
3 sample of time and payroll data. Class Counsel projected Defendants' likely liability exposure for *class*
4 *claims* (excluding PAGA Penalties) to be approximately \$2,175,931.97 if successful at trial. Thus, the
5 Gross Settlement Amount represents a recovery of approximately 30% of Defendants' realistic, class-
6 wide exposure – well within the recognized range of reasonableness. The following summarizes
7 Defendants' liability exposure.

8 32. Plaintiffs allege Defendants failed to pay them and the Class Members for all hours
9 worked due to frequent off-the-clock work that Class Members were required to perform. Specifically,
10 Plaintiffs allege that they and the Class Members were instructed to clock out once their scheduled shift
11 time had ended to avoid incurring any overtime hours. They would continue to perform work, however,
12 including completing paperwork, counting money, making drops, loading and unloading tools and
13 supplies, receiving and responding to maintenance calls, and performing various plumbing and
14 electrical work.

15 33. Defendants deny that any Class Members were instructed to clock out but continue
16 working to avoid overtime, and contend that to the contrary, Class Members were explicitly told not to
17 work off-the-clock, and that various systems were in place to capture any time spent working after a
18 Class Members' scheduled shift. Defendants also noted that the tasks listed were only performed by a
19 small group of Class Members, rather than the Class as a whole. Taking Defendants' defenses into
20 account, Plaintiff estimates Defendants' exposure for this claim to be \$259,593.81. This number was
21 calculated by assuming that Class Members worked on average 3 minutes off-the-clock during every
22 shift.

23 34. Plaintiff alleges that Defendants failed to include certain non-discretionary bonuses and
24 other forms of remuneration such as housing benefits and related lodging expenses when calculating
25 the regular rate of pay for purposes of overtime wages, meal period premiums, and redeemed sick pay.
26 Plaintiffs allege that when they and Class Members earned this extra remuneration and overtime wages,
27 meal period premiums or redeemed sick pay in the same pay period, Defendants paid overtime at 1.5x
28 their straight time rate, and paid redeemed sick pay and meal period premiums at their straight time

1 rate, rather than taking the additional remuneration into account. Plaintiffs allege this runs counter to
2 the DLSE Enforcement Policies and Interpretations manual which specifically states that “housing
3 benefits” are to be added to cash wages paid for purposes of determining the “regular rate of pay”.
4 Plaintiff estimates Defendants’ exposure for this claim to be \$17,247. This number was calculated by
5 adding the underpayment of all pay periods that included overtime, a meal period premium or redeemed
6 sick pay in the same pay period as non-discretionary additional remuneration.

7 35. Plaintiffs also allege that Defendants failed to provide compliant meal periods.
8 Specifically, Plaintiffs allege that they and other Class Members frequently experienced meal periods
9 that were late, short, or interrupted due to the nature of the work performed (e.g. plumbing and
10 maintenance emergencies). Plaintiff also alleged that: 8% of first meal periods were recorded after the
11 fifth hour, over 44% of shifts 5-6 hours in duration did not have any recorded meal period, and 80% of
12 shifts between 10-12 hours did not have any recorded meal period. Defendants contended that Class
13 Members waived first meal periods when a shift was 6 hours or less in duration, and likewise waived
14 second meal periods when shifts were 10 hours or less in duration, which significantly reduced their
15 liability. Taking Defendants’ defenses into account, Plaintiff estimates Defendants’ exposure for this
16 claim to be \$377,705.71. This number was calculated by adding the total instances of late, short and
17 missed meal periods, excluding first meal periods missed when shifts were 5-6 hours and second meal
18 periods were missed in shifts of 10-12 hours, and offsetting that number by the total amount of meal
19 period premiums Defendants paid.

20 36. Plaintiff also alleged that they, along with the Class, were frequently unable to take
21 compliant rest periods for the same reasons that they were unable to take compliant meal periods.
22 Defendants denied these allegations, contending that they maintained compliant rest periods in policy
23 and in practice. Moreover, Defendants contend that establishing Plaintiff’s rest period claim would rely,
24 almost entirely, on Class Member testimony, making it a riskier claim at class certification and liability
25 stages. Certification likely would have required depositions of Class Members who provided
26 declarations, and Defendants surely would have obtained opposing declarations stating either rest
27 breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D.
28 Cal. Jan. 17, 2013) 2013 WL 210223, at *11 (“Because of the competing testimony before the Court,

1 plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient for this
2 Court to find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D.
3 Cal. Nov. 13, 2012) 2 WL 5503550, at *8 (“Indeed, Plaintiff's own evidence confirms that the written
4 policy does not generate uniform practices. Taking into account Defendants’ defenses, Plaintiff
5 estimates Defendants’ exposure for this claim to be \$188,852. This number was calculated by mirroring
6 the estimated damages for meal period violations and applying a 50% discount to account for the
7 obstacles anticipated in establishing class certification and liability.

8 37. Plaintiff alleged that Defendants required Class Members to use personal cell phones for
9 work-related communications. Additionally, Plaintiff and other Class Members were required to use
10 their personal vehicles to pick up work-related products and meet with vendors. Lastly, Plaintiffs allege
11 that Defendants required Plaintiffs and Class Members to purchase and use their personal tools to
12 perform their job duties. Plaintiff estimates Defendants’ exposure for this claim to \$154,119.00. This
13 number was calculated by assuming each Class Member was owed \$15 per month. A 30% discount
14 was then applied to account for the fact that all Class Members may not have used their personal cell
15 phones for work purposes, not all Class Members may not have been required to use their personal
16 vehicles (or that such trips were infrequent), and to account for the fact that not all Class Members may
17 have been required to purchase their own tools.

18 38. Plaintiff contends that Defendants’ alleged violations resulted in derivative violations of
19 Labor Code section 203 and 226. Class Counsel considered these penalties and weighed the potential
20 recoveries against probable defenses. Specifically, Defendants contend that Plaintiff could not prove
21 the “willful” prong needed to obtain waiting time penalties under Labor Code Section 203. Additionally,
22 Defendants contend that Plaintiff cannot show that Class Members suffered an “injury” because of wage
23 statement violations, as required by Labor Code section 226. Plaintiff would have to overcome
24 precedent to prove the Class were entitled to these penalties. See, e.g., *Howard v. CVS Caremark Corp.*,
25 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class certification for the same
26 penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp.2d 1122, 1134-1137 (C.D. Cal. 2011) (finding
27 insufficient evidence of bad faith or actual injury). These claims represented Plaintiffs’ most legally
28 precarious and uncertain claims. Taking this into account, Plaintiff estimated Defendants’ exposure for

1 waiting time penalties to be \$819,436.10. This number was calculated by assuming all Class Members
2 would be owed waiting time penalties for the maximum time frame of 30 days. A 65% discount was
3 then applied to account for the obstacles of proving the underlying claim(s) for each Class Member,
4 and likewise establishing the “willful” prong for each Class Member. Plaintiff estimated Defendants’
5 exposure for wage statement penalties to be \$358,977.50. This number was calculated by assuming
6 each wage statement furnished by Defendant within the statutory period was deficient. A 65% discount
7 was then applied to account for the obstacles of proving the underlying claim(s) for each Class Member,
8 and likewise establishing that each Class Member suffered an “injury”.

9 39. Class Counsel’s damage models also estimated Defendants’ exposure for PAGA
10 penalties. At the time of mediation, Plaintiff estimated Defendants’ PAGA exposure to be
11 approximately \$833,840.

12 40. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$25,000 which
13 is 4% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA
14 Payment. Sixty-Five percent (65%) of the PAGA Payment (\$16,250.00) will be paid to the LWDA
15 (“LWDA Payment”) with the remaining thirty-five percent (35%) of the PAGA Payment (\$8,750.00)
16 will be distributed to the Aggrieved Employees (“Aggrieved Employee Payment”), which is within the
17 range of PAGA Payment approved by courts and should be approved.

18B. The Inherent Risks of Continued Litigation Support Preliminary Approval

19 41. With respect to the most immediate challenge, i.e., class certification, the risks attendant
20 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
21 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded
22 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
23 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
24 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
25 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
26 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
27 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
28 individualized questions of fact not susceptible to class treatment.”); *a.S.A. Cab Ltd.* (2009) 176

1 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
2 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
3 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
4 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
5 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
6 certification of driver meal and rest period claims based on the predominance of individual issues).
7 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
8 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
9 settlement.

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

17 43. Defendants' appeal of this Court's order denying their Motion to Compel Arbitration is
18 currently stayed. If Plaintiffs continue to litigate this action, they risk an adverse ruling from the
19 Appellate Court, which could preclude their ability to litigate Plaintiff's claims on a class-wide basis.
20 The settlement here thus avoids the risk that Plaintiff's class claims are dismissed by the Appellate
21 Court

22 44. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$660,000.00 that
23 is roughly 30% of Defendants' realistic *class-wide* liability exposure for damages. Given the amount of
24 the settlement here, as compared to potential value of the claims, offset by the various inherent risks to
25 continued litigation, the settlement is fair and reasonable.

26 **C. Proposed Notice Informs the Class About the Case and Settlement**

27 45. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class
28 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then

1 mail the proposed Notice Packet to all Class Members. The Notice will include information regarding
2 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
3 procedure, and time period within which to request for exclusions or object to the Settlement, the date
4 for the final approval hearing, the formula used to calculate settlement payments, and the terms and
5 scope of the Released Claims. Agreement at § III(M)(2). The Parties negotiated this method to ensure
6 delivering the most reasonable method of notice to the Class Members while ensuring cost effective
7 administration of the Settlement.

8 **D. The Court Should Preliminarily Approve the Class Representative Service Award**

9 46. The Settlement provides for a Service Award of not more than \$10,000.00 to Plaintiff
10 Gauquier and a Service Award of not more than \$5,000 to Plaintiff Andersen. The Service Awards are
11 fair and reasonable compensation for Plaintiffs' efforts bringing the action, assisting Class Counsel with
12 the litigation and settlement, regularly conferring with Class Counsel on the status of their case and the
13 strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair
14 and provide adequate relief for the Settlement Class Members, and, as to Plaintiff Gauquier, agreeing
15 to provide Defendants a general release of all claims arising out of his employment.

16 47. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated Service
17 Awards once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the
18 above showing is sufficient for preliminary approval of the negotiated Service Award.

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

20 48. 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 Individual Settlement Payment illustrates the demonstrably positive outcome for the 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 49. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
26 preliminary approval of the Settlement is granted. Plaintiff respectfully submit that the above showing
27 is sufficient for preliminary approval of the negotiated attorneys' fees.

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

1 50. For Settlement purposes only, Plaintiffs contends, and Defendants do not dispute, that
2 provisional certification of the Class is appropriate.

3 51. Because all Class Members are Defendants' current and former employees, the class is
4 readily ascertainable from Defendants' regular business records, i.e., payroll records.

5 52. Factually, Defendants' liability can be determined by facts common to all members of
6 the class. The wage and hour issues are both numerous and substantial, and a class action is the most
7 advantageous method of dealing with the claims of the Class Members.

8 53. Likewise, Plaintiffs' interests are entirely coextensive with the interests of the Class.
9 Plaintiffs have already demonstrated their ability to advocate for the interests of the Class Members by
10 initiating this litigation, reviewing documents received via informal discovery, and evaluating the
11 proposed settlement to assure that it is fair.

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

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

22 I declare under penalty of perjury under the laws of the State of California that the foregoing is
23 true and correct. Executed this 19th day of February 2026, at San Diego, California.

24
25 By: _____

26 Shani O. Zakay
27
28

EXHIBIT 1

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(Additional Counsel on Next Page)

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

SHANE ANDERSEN and MICHAEL
GAUQUIER, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

TERRA VISTA MANAGEMENT, INC., a
California corporation; CAMPLAND, LLC, a
Delaware limited liability company; DE ANZA
SAN DIEGO FOOD AND BEVERAGE, INC.,
a California corporation; DE ANZA
CORPORATION, a California corporation;
BAYSIDE VILLAGE MARINA LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU006415C

[Complaint Filed: August 16, 2024]

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

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

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///

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Shane Andersen (“Plaintiff Andersen”) and Plaintiff Michael
3 Gauquier (“Plaintiff Gauquier”) (hereinafter “Plaintiffs”), individuals, on behalf of themselves, and
4 on behalf of all persons similarly situated, and in their representative capacity on behalf of the State
5 of California and the Aggrieved Employees, and Defendant Terra Vista Management, Inc.;
6 Defendant Campland, LLC; Defendant De Anza San Diego Food and Beverage, Inc.; Defendant De
7 Anza Corporation; and Defendant Bayside Village Marina LLC, (“Defendants”):

8 **I. DEFINITIONS**

- 9 A. “Action” or “Actions” shall mean the putative class and representative action lawsuits
10 designated *Shane Andersen v. Terra Vista Management, Inc.* et al., San Diego County
11 Superior Court, Case No. 24CU006415C (“Andersen Class Action”); *Shane*
12 *Andersen v. Terra Vista Management, Inc. et al.*, San Diego County Superior Court,
13 Case No. 24CU018389C (“Andersen PAGA Action”); and *Michael Gauquier v.*
14 *Terra Vista Management, Inc. et al.*, San Diego County Superior Court, Case No.
15 24CU002703C (“Gauquier PAGA Action”).
- 16 B. "Aggrieved Employee Payment" shall mean the thirty-five percent (35%) (\$8,750.00)
17 of the PAGA Payment (\$25,000.00) that will be distributed to the Aggrieved
18 Employees as described in this Agreement.
- 19 C. "Aggrieved Employees" means all non-exempt employees employed by Defendants
20 in California during the PAGA Period.
- 21 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
22 Class and PAGA Action Claims and Release of Claims.
- 23 E. “Class” or the “Class Members” means all non-exempt employees employed by
24 Defendants in California at any time during the Class Period.
- 25 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
26 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Nicholas Ferraro, Esq. of
27 Ferraro Vega Employment Lawyers, Inc.
- 28

- 1 G. "Class Counsel Award" means the award of fees and expenses that the Court
2 authorizes to be paid to Class Counsel for the services they have rendered to
3 Plaintiffs, the Class Members and the Aggrieved Employees in the Action, consisting
4 of attorneys' fees currently not to exceed 33.33% of the Gross Settlement Amount
5 currently estimated to be Two Hundred Nineteen Thousand Nine Hundred Seventy-
6 Eight Dollars and Zero Cents (\$219,978.00) out of \$660,000.00 plus the Cost Award.
7 The Class Counsel Award will be divided among Class Counsel pursuant to an
8 agreement between Plaintiffs and Class Counsel. Plaintiffs expressly consent to this
9 fee division.
- 10 H. "Class Data" means information regarding Class Members that Defendants will in
11 good faith compile from its records and provide to the Settlement Administrator. It
12 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
13 Member's full name; last known address; Social Security Number; telephone number;
14 start dates and end dates of employment.
- 15 I. "Class Period" means the period beginning July 18, 2020, through September 25,
16 2025, or any earlier date as the Defendants may elect in accordance with the Escalator
17 Clause.
- 18 J. "Class Representative" shall mean plaintiffs Shane Andersen and Michael Gauquier.
- 19 K. "Cost Award" means the award of costs and expenses that the Court authorizes to be
20 paid to Class Counsel, subject to proof and ultimately to be approved by the Court,
21 currently not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), to be
22 paid out of the Gross Settlement Amount.
- 23 L. "Court" means the Superior Court for the State of California, County of San Diego
24 currently presiding over the Action.
- 25 M. "Defendants" shall mean Terra Vista Management, Inc.; Campland, LLC; De Anza
26 San Diego Food and Beverage, Inc.; De Anza Corporation; and Bayside Village
27 Marina LLC, collectively.
- 28 N. "Effective Date" means the last to occur of the following: (a) the 61st day after service

1 of notice of entry of the order granting final approval of the Settlement; or (b) if an
2 appeal, review or writ is sought from the order, the day after the order is affirmed or
3 the appeal, review or writ is dismissed or denied, and the order is no longer subject to
4 further judicial review.

5 O. "Funding Date" means the date by which Defendants have paid the entire Gross
6 Settlement Amount to the Settlement Administrator in accord with the terms of this
7 Agreement. Defendants will pay the Gross Settlement Amount to the Settlement
8 Administrator within thirty (30) days of the Effective Date.

9 P. "Gross Settlement Amount" means Six Hundred Sixty Thousand Dollars and Zero
10 Cents (\$660,000.00) that Defendants must pay into the QSF in connection with this
11 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel
12 Award, Service Awards, the PAGA Payment, and the Individual Settlement
13 Payments, on an all-in and non-reversionary basis. Defendants' share of employer
14 payroll taxes on any payments allocated as wages under this Settlement shall be paid
15 by Defendants in addition to the Gross Settlement Amount. If this Settlement is
16 approved by the Court, no portion of the Gross Settlement Amount will revert to
17 Defendants.

18 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member and excludes any amounts distributed to
20 Aggrieved Employees pursuant to PAGA.

21 R. "LWDA" shall mean the California Labor and Workforce Development Agency.

22 S. "LWDA Payment" shall mean the sixty-five percent (65%) or Sixteen Thousand Two
23 Hundred Fifty Dollars and Zero Cents (\$16,250.00) of the PAGA Payment
24 (\$25,000.00) that shall be paid to the LWDA.

25 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
26 Settlement Administration Costs, Class Counsel Award, Service Awards, and PAGA
27 Payment.

28 U. "Notice Packet" means the Class Notice to be provided to the Class Members by the

Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

V. "Operative Complaint" shall mean the First Amended Complaint to be filed by Plaintiff Andersen in the Andersen Class Action, Case No. 24CU006415C, which shall include all Released Class Claims in the Class Period and a single PAGA cause of action including all Released PAGA Claims in the PAGA Period.

W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

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

Y. "PAGA Payment" shall mean Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to be allocated from the Gross Settlement Amount for settlement of PAGA claims asserted in the Action.

Z. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA Period for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved Employees during the PAGA Period.

AA. "PAGA Period" means the period beginning July 18, 2023, through September 25, 2025, or any earlier date as the Defendants may elect in accordance with the Escalator Clause.

BB. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either Plaintiffs or Defendants, individually.

CC. "Payment Ratio" means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

DD. "Plaintiffs" shall mean Shane Andersen and Michael Gauquier.

EE. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount. The QSF will

1 be held at a U.S. federally insured depository institution, in good standing and
2 authorized to do business in the U.S., customarily providing QSF, escrow, or trust
3 services, capable of keeping settlement funds completely segregated from other
4 funds, able to comply with IRS reporting and withholding requirements, and subject
5 to oversight by the Settlement Administrator.

6 FF. "Released Class Claims" shall mean all class claims arising from or reasonably
7 related to the facts and/or claims alleged or that could have reasonably been alleged
8 based on the facts asserted in the Action, and all claims that were asserted or that
9 could have reasonably been asserted based on the facts alleged in the Action,
10 including, but not limited to, state and/or federal wage and hour claims, failure to pay
11 all wages due, including minimum wages, straight time compensation, overtime
12 compensation, double-time compensation, reporting time compensation, and interest;
13 the calculation of the regular rate of pay; failure to provide meal periods and/or rest
14 periods; failure to pay proper meal and/or rest period penalties; payment for all hours
15 worked, including off-the-clock work and reporting time pay; failure to provide
16 accurate itemized wage statements; failure to reimburse business expenses; failure to
17 timely pay all wages during employment; failure to timely pay all wages due at
18 separation of employment; failure to pay vested vacation at employee's final rate;
19 failure to indemnify business expenses; failure to provide one day's rest in a seven-
20 day workweek; failure to maintain accurate records, including payroll records; unfair
21 business practices with respect to claims arising from the Labor Code violations
22 released herein; declaratory relief; penalties, including but not limited to
23 recordkeeping penalties, wage statement penalties, minimum-wage penalties, and
24 waiting-time penalties; interest; and attorneys' fees and costs. The Released Class
25 Claims also expressly include all claims arising under the California Labor Code
26 (including but not limited to Sections 200-204, 206, 210, 218.5, 218.6, 221, 226,
27 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194,
28 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804; the Wage Orders of the

1 California Industrial Welfare Commission; California Business and Professions Code
2 Section 17200, *et seq.*, with respect to claims arising from the Labor Code violations
3 released herein) and the FLSA, 29 U.S.C. Section 201, *et seq.*, to the extent such
4 claims were alleged or could have been alleged based on the facts asserted in the
5 Action. This release excludes the release of claims not permitted by law.

6 GG. “Released PAGA Claims” shall mean all claims, actions, and causes of action for civil
7 penalties, attorneys’ fees, costs or interest arising under the Private Attorneys General
8 Act, California Labor Code Section 2698, *et seq.*, that were alleged or that reasonably
9 could have been alleged in the Action and/or the PAGA letters during the PAGA
10 Period based on factual allegations and legal theories, known or unknown, including
11 those contained in the Complaints and/or the PAGA letters, including, but not limited
12 to, all claims for penalties recoverable under PAGA concerning failure to pay all
13 wages due, including minimum wages, straight time compensation, overtime
14 compensation, double-time compensation, reporting time compensation; and interest;
15 the calculation of the regular rate of pay; failure to provide meal periods and/or rest
16 periods; failure to pay proper meal and/or rest period penalties; failure to pay overtime
17 compensation, double-time compensation, meal and rest period premiums, sick pay,
18 and reporting time pay at the regular rate of pay; payment for all hours worked,
19 including off-the-clock work and reporting time pay; failure to provide accurate
20 itemized wage statements; failure to reimburse business expenses; failure to timely
21 pay all wages during employment, including failure to pay all earned wages twice per
22 month; failure to timely pay all wages due at separation of employment; failure to pay
23 vested vacation at employee’s final rate; failure to indemnify business expenses;
24 failure to pay all accrued vacation wages at termination; failure to provide one day’s
25 rest in a seven-day workweek; failure to maintain accurate records, including payroll
26 records and records of hours worked and meal periods; failure to provide written
27 notice at the time of hiring under California Labor Code Section 2810.5; waiting time
28 penalties; and including without limitation any and all potential claims for penalties

1 recoverable under PAGA predicated upon California Labor Code sections 201-203,
2 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 1174,
3 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2810.5; any duplicative or similar
4 provisions arising under the Wage Orders of the California Industrial Welfare
5 Commission, including, without limitation, Wage Orders 1-2001, 4-2001; and any
6 other PAGA penalty claims whatsoever alleged (or that could have been alleged) in
7 the Actions or PAGA letters, during the PAGA Period. This release excludes the
8 release of claims not permitted by law.

9 HH. “Released Parties” shall mean Defendants Terra Vista Management, Inc., Campland,
10 LLC, De Anza San Diego Food and Beverage, Inc., De Anza Corporation, and
11 Bayside Village Marina, LLC, and their past, present, and future affiliates, (which
12 include all properties located in California and entities where any one or more of
13 Defendants’ employees are or have been assigned to work, currently work, or have in
14 the past worked), including, without limitation, Dunes Resort, LLC, Newport Dunes
15 Resort and Marina, TVM Entity Manager, LLC, Gelfand Properties Bayside LLC,
16 and Gelfand Properties, LLC, and each of their respective past, present, and future,
17 direct or indirect, parents, subsidiaries, equity sponsors, owners, shareholders,
18 stockholders, members, partners, managers, trustees, joint venturers, agents,
19 employees, servants, officers, directors, representatives, divisions, lenders, lessors,
20 sub-lessors, attorneys, insurers, consultants, joint employers, and fiduciaries, and
21 their respective predecessors, successors and assigns, and each of them.

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

26 JJ. “Service Award(s)” means an award in the amount of Five Thousand Dollars and
27 Zero Cents (\$5,000.00) to Plaintiff Andersen and Ten Thousand Dollars and Zero
28 Cents (\$10,000.00) to Plaintiff Gauquier, or in such amounts that the Court authorizes

to be paid to the Class Representatives, in addition to their Individual Settlement Payments, and their individual Aggrieved Employee Payments, in recognition of their efforts and risks in assisting with the prosecution of the Action.

KK. “Settlement” means the disposition of the Action pursuant to this Agreement.

LL. “Settlement Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$11,950.00.

MM. “Settlement Administrator” means Atticus Administration LLC, located at 1295 Northland Drive Suite 160, St. Paul, MN 55120; Tel: 612-383-2505. The Settlement Administrator establishes, designates, and maintains, a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members and the PAGA claims of the LWDA and Aggrieved Employees. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of all other persons including Defendants and any person related to Defendants. All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.

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

OO. “Workweeks,” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.

II. RECITALS

A. On July 18, 2024, Plaintiff Gauquier filed a Notice of Violations with the LWDA and served the same on certain Defendants. On August 16, 2024, Plaintiff Andersen filed a Notice of Violations with the LWDA and served the same on certain Defendants.

1 B. On July 24, 2024, Plaintiff Gauquier filed his class action complaint in San Diego
2 Superior Court, Case No. 24CU002703C, alleging claims for:

- 3 1. Failure to Pay All Wages Owed;
- 4 2. Failure to Pay Overtime;
- 5 3. Meal Period Violations;
- 6 4. Rest Period Violations;
- 7 5. Failure to Pay Overtime;
- 8 6. Failure to Pay Sick Leave;
- 9 7. Untimely Payment of Wages Upon Separation of Employment;
- 10 8. Wage Statement Violations;
- 11 9. Failure to Reimburse Business Expenses; and
- 12 10. Failure to Maintain Accurate Records.

13 C. On August 16, 2024, Plaintiff Andersen filed his class action complaint in San Diego
14 Superior Court, Case No. 24CU006415C, alleging claims for:

- 15 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*;
- 16 2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197
17 & 1197.1;
- 18 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq.*;
- 19 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
20 226.7 & 512 and the Applicable IWC Wage Order;
- 21 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§
22 226.7 & 512 and the Applicable IWC Wage Order;
- 23 6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab.
24 Code § 226;
- 25 7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,
26 202 and 203; and
- 27 8. Failure to Reimburse Employees for Required Expenses in Violation of Cal.
28 Lab. Code § 2802.

- 1 D. On September 9, 2024, Plaintiff Andersen filed a separate individual action complaint
2 in San Diego Superior Court, Case No. 24CU010156C (the “Individual Action”),
3 alleging individual claims for:
- 4 1. Retaliation in Violation of Cal. Lab. Code §§ 98.6, 1102.5 & 6310;
 - 5 2. Constructive Discharge in Violation of Public Policy;
 - 6 3. Breach of Implied Contract; and
 - 7 4. Breach of Contract.
- 8 E. On October 16, 2024, Plaintiff Gauquier filed a First Amended Representative Action
9 complaint in San Diego Superior Court under the Private Attorneys General Act, Case
10 No. 24CU002703C. On October 21, 2024, Plaintiff Andersen filed a separate PAGA
11 action in San Diego Superior Court, Case No. 24CU018389C, alleging a single cause
12 of action for Violations of the Private Attorneys General Act in Violation of Cal. Lab.
13 Code §§ 2698 *et seq.*
- 14 F. On March 4, 2025, the Parties participated in a full day mediation with mediator Steve
15 Pearl, Esq., an experienced mediator of wage and hour class and PAGA actions. The
16 mediation did not conclude with a settlement. However, after further arm's-length
17 negotiations, the Parties reached a settlement, which was subsequently memorialized
18 in the form of a Memorandum of Understanding ("MOU") executed on or about July
19 28, 2025.
- 20 G. On December 8, 2025, pursuant to this agreement, Plaintiff Andersen amended his
21 PAGA letter to include all Released PAGA Claims in the PAGA Period, to the extent
22 they were not already included.
- 23 H. On December 26, 2025, Plaintiff Andersen filed with the Court in Case No.
24 24CU006415C the Operative Complaint which added Plaintiff Gauquier as a named
25 Plaintiff and included all Released Class Claims in the Class Period and a single
26 PAGA cause of action including all Released PAGA Claims in the PAGA Period, to
27 the extent they were not already included (the “Operative Complaint”).
28

- 1 I. On January 14, 2026, Plaintiff Andersen filed a Request for Dismissal, without
2 prejudice, in the Andersen PAGA Action, Case No. 24CU018389C. On January 29,
3 2026, Plaintiff Gauquier filed a Request for Dismissal, without prejudice, in the
4 Gauquier PAGA Action, Case No. 24CU002703C, making the Andersen Class
5 Action, Case No. 24CU006415C, the controlling case.
- 6 J. The Class Representatives believe they have claims based on alleged violations of the
7 California Labor Code and the Industrial Welfare Commission Wage Orders. The
8 Class Representatives believe that class certification is appropriate because the
9 prerequisites for class certification can be satisfied in the Action and this action is
10 manageable as a PAGA representative action.
- 11 K. Defendants deny any liability or wrongdoing of any kind associated with the claims
12 alleged in the Action, dispute that any wages, damages, and penalties (alleged by the
13 Class Representatives in the Action, and/or alleged in the Class Representatives'
14 Notices of Violations to the LWDA) are owed, and further contend that, for any
15 purpose other than settlement, the Action is not appropriate for class or representative
16 action treatment. Defendants contend, among other things, that at all times they
17 complied with the California Labor Code and the Industrial Welfare Commission
18 Wage Orders.
- 19 L. The Class Representatives are represented by Class Counsel. Class Counsel
20 investigated the facts relevant to the Action, including conducting an independent
21 investigation as to the allegations and reviewing documents and information provided
22 by Plaintiffs, and reviewing documents and information provided by Defendants
23 informally to prepare for mediation. Defendants produced for the purpose of
24 settlement negotiations certain employment data concerning the Class, which Class
25 Counsel reviewed and analyzed with the assistance of an expert. Based on their own
26 independent investigation and evaluation, Class Counsel are of the opinion that the
27 Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest
28 of the Class considering all known facts and circumstances, including the risks of

1 significant delay, defenses asserted by Defendants, uncertainties regarding class
2 certification, and numerous potential appellate issues. Although they deny any
3 liability, Defendants agree to this Settlement solely to avoid the inconveniences and
4 cost of further litigation. The Parties and their counsel have agreed to settle the claims
5 on the terms set forth in this Agreement.

6 M. This Agreement replaces and supersedes the MOU and any other agreements,
7 understandings, or representations between the Parties. This Agreement represents a
8 compromise and settlement of highly disputed claims. Nothing in this Agreement is
9 intended or will be construed as an admission by Defendants that the claims in the
10 Action of Plaintiffs or the Class Members have merit or that Defendants bear any
11 liability to Plaintiffs or the Class or the State of California (including the LWDA) or
12 the Aggrieved Employees on those claims or any other claims, or as an admission by
13 Plaintiffs that Defendants' defenses in the Action have merit. Nothing herein shall
14 affect Plaintiff Andersen's rights and recovery pursuant to the separately executed
15 individual settlement agreement and release (the "Individual Settlement
16 Agreement").

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

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

Based on these Recitals which are hereby incorporated as a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00). The Gross Settlement Amount will be used to pay the Individual Settlement Payments, the Service Awards, Cost Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. The Parties agree that this is a non-reversionary Settlement, and that if this Settlement is approved by the Court, no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes as provided in Section III(A)(4) below, and subject to Defendants' election in Defendants' sole and absolute discretion pursuant to the escalator clause in Section II(A)(2) below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size and Escalator Clause. The Parties negotiated the Settlement based on data initially provided by Defendants showing that the Class was comprised of approximately 1,009 individuals who collectively worked approximately 64,000 Workweeks during the Class Period. No later than ten (10) business days after the Court grants Plaintiffs' motion for Preliminary Approval of the Settlement, Defendants will provide the Court-approved Settlement Administrator with updated Class Data in order to administer the Settlement, which Defendants will in good faith compile from their records. If the actual number of Workweeks worked during the Class Period exceeds the above number by more than 10%, Defendants shall have the option in their sole and absolute discretion to either (a) increase the Gross Settlement

Amount by the percentage increase in the number of Workweeks worked by non-exempt hourly employees above 10% (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount could increase by 1%); or (b) roll back the end of the Class Period and PAGA Pay Periods to the date in which 64,000 Workweeks is met.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on the Funding Date. Within fifteen (15) days after the Funding Date, the Settlement Administrator will mail checks for all Individual Settlement Payments and all Aggrieved Employee Payments, the LWDA Payment, the Class Counsel Award, the Settlement Administration Costs, and the Service Awards. However, Disbursement of the Class Counsel Award and the Settlement Administration Costs shall not precede disbursement of Individual Settlement Payments and Aggrieved Employee Payments. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members, except that if final approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and all interest accrued.

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

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiffs and all Settlement Class Members (except those who timely and validly opt out of the Settlement) on behalf of themselves and their respective past, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, and each and all of them, fully and finally release, settle, compromise, relinquish, and discharge the Released Parties from the Released Class Claims as defined herein.

1 C. Release by Plaintiffs, the LWDA, the State of California, and Aggrieved Employees.

2 As of the Funding Date, in exchange for the consideration set forth in this Agreement,
3 Plaintiffs as agents and proxies of the State of California (including the LWDA), the
4 LWDA, and the State of California, on behalf of themselves and on behalf of all
5 Aggrieved Employees and their respective past, present, and future representatives,
6 agents, attorneys, heirs, administrators, successors, and assigns, and each and all of
7 them, fully and finally release, settle, compromise, relinquish, and discharge (or, in the
8 case of the State of California, will be deemed to have fully, finally, and forever
9 released, settled, compromised, relinquished, and discharged) the Released Parties
10 from the Released PAGA Claims as defined herein. As a result of this release, the
11 Aggrieved Employees shall be precluded from bringing future claims against
12 Defendants for the Released PAGA Claims. Aggrieved Employees may not opt out of
13 the PAGA release.

14 D. Releases by Named Plaintiffs.

15 1. Release by Plaintiff Andersen. In addition to this Agreement and the claims
16 he is releasing hereby, Plaintiff Andersen is entering into a separate Individual
17 Settlement Agreement, which shall provide for a separate individual payment, and
18 which shall provide for an additional broad release, including a waiver of Civil Code
19 Section 1542. That release, waiver and discharge of all claims shall include, but will
20 not be limited to, any and all claims arising out of the Individual Action, as well as
21 additional claims described in the Individual Settlement Agreement, which are
22 separate and different from the claims alleged in the Action. The Parties acknowledge
23 that such approval of this Agreement may require disclosure of the Individual
24 Settlement Agreement, and they consent to the same for that limited purpose.

25 2. General Release by Plaintiff Gauquier. As of the Funding Date, for the
26 consideration set forth in this Agreement, including his Service Award of up to Ten
27 Thousand Dollars and Zero Cents (\$10,000.00), Plaintiff Gauquier waives, releases,
28 acquits and forever discharges the Released Parties from any and all claims alleged

1 or that could have been alleged in the Action and the PAGA letters, related to his
2 employment with Defendants, including, but not limited to, state and/or federal wage
3 and hour claims, failure to pay all wages due, including minimum wages, straight time
4 compensation, overtime compensation, double-time compensation, reporting time
5 compensation, and interest; the calculation of the regular rate of pay; failure to provide
6 meal periods and/or rest periods; failure to pay proper meal and/or rest period
7 penalties; payment for all hours worked, including off-the-clock work and reporting
8 time; failure to provide accurate itemized wage statements; failure to reimburse
9 business expenses; failure to timely pay all wages during employment; failure to
10 timely pay all wages due at separation of employment; failure to pay vested vacation
11 at employee's final rate; failure to indemnify business expenses; failure to provide
12 one day's rest in a seven-day workweek; failure to maintain accurate records,
13 including payroll records; misclassification; unfair business practices; declaratory
14 relief; penalties, including but not limited to recordkeeping penalties, wage statement
15 penalties, minimum-wage penalties, and waiting-time penalties; interest; and
16 attorneys' fees and costs. Plaintiff Gauquier's Released Claims also expressly include
17 all claims arising under the California Labor Code (including but not limited to
18 Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218,
19 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8,
20 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194,
21 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); the
22 Wage Orders of the California Industrial Welfare Commission; the California Private
23 Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code
24 Section 17200, *et seq.* with respect to claims arising from the Labor Code violations
25 released herein; 8 CCR Section 11040; California Code of Civil Procedure, including
26 but not limited to Section 1021.5; the California common law of contract; the FLSA,
27 29 U.S.C. Section 201, *et seq.*; federal common law; and the Employee Retirement
28 Income Security Act, 29 U.S.C. Section 1001, *et seq.* ("ERISA"); federal, state, or

1 local laws for discrimination, harassment, retaliation, and wrongful termination, such
2 as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the
3 Civil Rights Act of 1964, the Americans With Disability Act, the Age Discrimination
4 in Employment Act, and the California Fair Employment and Housing Act; and the
5 law of contract and tort. Plaintiff Gauquier's Released Claims also include all claims
6 for lost wages and benefits. This release excludes the release of claims not permitted
7 by law.

8
9 Even if Plaintiff Gauquier discovers facts in addition to or different from those that
10 he now knows or believes to be true with respect to the subject matter of Plaintiff
11 Gauquier's Released Claims, those claims will remain released and forever barred.
12 Thus, Plaintiff Gauquier expressly waives and relinquishes the provisions, rights and
13 benefits of California Civil Code Section 1542, which reads:

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

21
22 Plaintiff Gauquier warrants that he has read this Settlement Agreement, including this
23 waiver of California Civil Code section 1542, and that Plaintiff Gauquier has
24 consulted with or had the opportunity to consult with counsel of his choosing about
25 this Settlement Agreement and specifically about the waiver of section 1542, and that
26 he understands this Settlement Agreement and the section 1542 waiver, and so he
27 freely and knowingly enters into this Settlement Agreement.

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

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a Final
5 Judgment;
- 6 3. If an objector appears at the final approval hearing, the time for appeal of the
7 Final Judgment and Order Granting Final Approval of Class Action
8 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
9 any appeal in favor of the Final Judgment and Order Granting Final Approval
10 of the Settlement; and
- 11 4. Defendants fully fund the Gross Settlement Amount.

12 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
13 approve this Settlement Agreement, or the Settlement fails to become effective, or is
14 reversed, withdrawn, or modified by the Court, or if Defendants in any way are
15 prevented or prohibited from obtaining a complete and final enforceable resolution of
16 the Released Class Claims and Released PAGA Claims on the terms stated in this
17 Settlement Agreement, or if Defendants fail to fully fund the Gross Settlement
18 Amount:

- 19 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
20 and shall not be admissible in any judicial, administrative, or arbitral
21 proceeding for any purpose or with respect to any issue, substantive or
22 procedural;
- 23 2. The conditional class certification (obtained for any purpose) shall be void *ab*
24 *initio* and of no force or effect, and shall not be admissible in any judicial,
25 administrative, or arbitral proceeding for any purpose or with respect to any
26 issue, substantive or procedural; and

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

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

H. Certification of the Class. The Parties agree to stipulate to class certification for purposes of Settlement only as to the Class Members and related to the Released Class Claims. If, for any reason, the Settlement is not approved or is rescinded by Defendants pursuant to the terms of Section III(M)(7) below, the stipulation to certification will have no force or effect. The Parties further agree that this stipulation of class certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions, and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified as Plaintiffs proposed, or (ii) Defendants are liable to Plaintiffs or the Class as Plaintiffs alleged. There is no admission of liability on the part of Defendants.

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

personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

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

K. Preliminary Approval Motion. Within 30 days of this Agreement being fully executed, Plaintiffs shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiffs will provide Defendants with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to review and comment upon the Motion.

L. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments

1 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
2 mailing the Notice Packets to the Class Members as directed by the Court; receiving
3 and reporting the objections and requests for exclusion; calculating, deducting and
4 remitting all legally required taxes from Individual Settlement Payments and
5 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
6 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
7 individual shares of the Aggrieved Employee Payment; processing and mailing tax
8 payments to the appropriate state and federal taxing authorities; providing
9 declaration(s) as necessary in support of preliminary and/or final approval of this
10 Settlement; and other tasks as the Parties mutually agree or the Court orders the
11 Settlement Administrator to perform. The Settlement Administrator shall keep the
12 Parties timely apprised of the performance of all Settlement Administrator
13 responsibilities by among other things, sending a weekly status report to the Parties'
14 counsel stating the date of the mailing, the number of opt outs from the Settlement it
15 receives (including the numbers of valid and deficient), and the number of objections
16 received.

17 M. Notice Procedure.

- 18 1. Class Data. No later than ten (10) business days after the Preliminary
19 Approval Date, Defendants shall provide the Settlement Administrator with
20 the Class Data for purposes of preparing and mailing Notice Packets to the
21 Class Members.
- 22 2. Notice Packets.
 - 23 a) The Notice Packet shall contain the Notice of Class Action Settlement
24 in a form substantially similar to the form attached as **Exhibit A**. The
25 Notice of Class Action Settlement shall inform Class Members and
26 Aggrieved Employees that they need not do anything in order to
27 receive an Individual Settlement Payment and/or Aggrieved
28 Employees' individual shares of the Aggrieved Employee Payment

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

- 22 b) The Notice Packet's mailing envelope shall include the following
23 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
24 ENTITLED TO PARTICIPATE IN A CLASS ACTION
25 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
26 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
27 NOTICE."
28

- 1 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
2 Settlement Administrator will perform a search based on the National Change
3 of Address Database to update and correct any known or identifiable address
4 changes. No later than thirty (30) calendar days after preliminary approval of
5 the Settlement, the Settlement Administrator shall mail copies of the Notice
6 Packet to all Class Members via regular First-Class U.S. Mail and electronic
7 mail. The Settlement Administrator shall exercise its best judgment to
8 determine the current mailing address for each Class Member. The address
9 identified by the Settlement Administrator as the current mailing address shall
10 be presumed to be the best mailing address for each Class Member.
- 11 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be
13 re-mailed to any forwarding address provided within seven (7) days of
14 receiving the returned notice. If no forwarding address is provided, the
15 Settlement Administrator shall promptly attempt to determine a correct
16 address by lawful use of skip-tracing, or other search using the name, address
17 and/or Social Security number of the Class Member involved, and shall then
18 perform a re-mailing, if another mailing address is identified by the Settlement
19 Administrator. Class Members who received a re-mailed Notice Packet shall
20 have their Response Deadline extended fifteen (15) days from the original
21 Response Deadline.
- 22 5. Disputes Regarding Individual Settlement Payments. Class Members will
23 have the opportunity, should they disagree with Defendants' records regarding
24 the start and end dates of employment, to provide documentation and/or an
25 explanation to show contrary dates. If there is a dispute, the Settlement
26 Administrator will consult with the Parties to determine whether an
27 adjustment is warranted. The Settlement Administrator shall determine the
28 eligibility for, and the amounts of, any Individual Settlement Payments under

1 the terms of this Agreement. The Settlement Administrator's determination
2 of the eligibility for and amount of any Individual Settlement Payment shall
3 be binding upon the Class Member and the Parties.

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

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

Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion. If either (i) 10% or more of the Class Members, or, (ii) a number of Class Members whose share of the Net Settlement Amount is 10% or more, either opt out of and/or object to the Settlement, or both (i) and (ii), Defendants may, at their election in their sole and absolute discretion, rescind the Settlement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within 30 calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

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

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

10 N. Allocation of the Gross Settlement Amount.

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

26 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
27 Class Data, the Settlement Administrator shall add up the total number of
28 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.

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

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

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

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

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

1 Unclaimed Property Fund in the name of the Class Member and/or Aggrieved
2 Employee who did not claim the funds.

- 3 9. Service Awards. In addition to the Individual Settlement Payments as
4 Settlement Class Members and the individual shares of the Aggrieved
5 Employee Payments, Plaintiffs will apply to the Court for Service Awards as
6 follows: Plaintiff Andersen will apply for a Service Award of up to Five
7 Thousand Dollars and Zero Cents (\$5,000.00), and Plaintiff Gauquier will
8 apply for a Service Award of up to Ten Thousand Dollars and Zero Cents
9 (\$10,000.00). Defendants will not oppose Service Awards up to these amounts
10 for the respective Plaintiffs. The Settlement Administrator shall pay the
11 Service Awards, either in the amount stated herein if approved by the Court
12 or some other amount as approved by the Court, to Plaintiffs from the Gross
13 Settlement Amount no later than fifteen (15) calendar days after the Funding
14 Date. Any portion of the requested Service Awards that is not awarded to the
15 Class Representatives shall be part of the Net Settlement Amount and shall be
16 distributed to Settlement Class Members as provided in this Agreement. The
17 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs
18 for their Service Awards. Plaintiffs shall be solely and legally responsible to
19 pay any and all applicable taxes on their Service Awards and shall hold
20 harmless the Released Parties from any claim or liability for taxes, penalties,
21 or interest arising as a result of the Service Awards. Approval of this
22 Settlement shall not be conditioned on Court approval of the requested amount
23 of the Service Awards. If the Court reduces or does not approve the requested
24 Service Awards, Plaintiffs shall not have the right to revoke the Settlement,
25 and it will remain binding. As stated above, Plaintiff Gauquier agrees to
26 execute a full general release agreement with a Civil Code Section 1542
27 waiver in exchange for his Service Award.
28

10. Class Counsel Award. Class Counsel will request attorneys' fees in an amount not to exceed thirty-three and one-third percent (33.33%) of the Gross Settlement Amount, which is Two Hundred Nineteen Thousand Nine Hundred Seventy-Eight Dollars and Zero Cents (\$219,978.00) **and** the Cost Award, subject to proof and ultimately to be approved by the Court, not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Class Counsel Award to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment or Sixteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$16,250.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date (hereinafter “LWDA Payment”). Thirty-five percent (35%) of the PAGA Payment or Eight Thousand Seven Hundred Fifty Dollars

and Zero Cents (\$8,750.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$11,950.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Awards, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendants with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs’ motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of

1 the average, lowest, and highest Aggrieved Employee Payments, the
2 Settlement Administration Costs, and any other information as the Parties
3 mutually agree or the Court orders the Settlement Administrator to provide.

4 2. Final Approval Order and Judgment. Class Counsel shall present an Order
5 Granting Final Approval of Class Action Settlement to the Court for its
6 approval, and Judgment thereon, at the time Class Counsel files the Motion
7 for Final Approval.

8 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
9 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
10 Final Approval, including the Order Granting Final Approval of Class Action
11 Settlement, and Judgment at least five (5) business days in advance of filing with the
12 Court. The Parties and their counsel will cooperate with each other and use their best
13 efforts to affect the Court's approval of the Motions for Preliminary and Final
14 Approval of the Settlement, and entry of Judgment.

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

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

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

22 R. Entire Agreement. Except with respect to Plaintiff Andersen's Individual Settlement
23 Agreement, described in paragraph III(D)(1) above, this Agreement and any attached
24 Exhibit constitute the entire Agreement among these Parties, and no oral or written
25 representations, warranties or inducements have been made to any Party concerning
26 this Agreement or its Exhibit other than the representations, warranties and covenants
27 contained and memorialized in this Agreement and its Exhibit.
28

- 1 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate Action required or permitted to be taken by
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The persons signing
6 this Agreement on behalf of Defendants represents and warrants that he/she is
7 authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and
8 warrant that they are authorized to sign this Agreement and that they have not assigned
9 any claim, or part of a claim, covered by this Settlement to a third-party.
- 10 T. No Public Comment: The Parties and their counsel agree that they will not issue any
11 press releases, initiate any contact with the press, respond to any press inquiry, or have
12 any communication with the press about the fact, amount, or terms of the Settlement
13 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
14 of its terms for any marketing or promotional purposes. Nothing herein will restrict
15 Class Counsel from including publicly available information regarding this settlement
16 in future judicial submissions regarding Class Counsel's qualifications and experience.
17 Further, Class Counsel will not include, reference, or use the Settlement Agreement
18 for any marketing or promotional purposes, either before or after the Motion for
19 Preliminary Approval is filed.
- 20 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
21 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 22 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
23 shall be governed by and interpreted according to the laws of the State of California.
- 24 W. Counterparts. This Agreement may be executed in one or more counterparts. All
25 executed counterparts and each of them shall be deemed to be one and the same
26 instrument provided that counsel for the Parties to this Agreement shall exchange
27 among themselves copies or originals of the signed counterparts.
- 28

- 1 X. The Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
2 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arm's-length negotiations, taking into account all relevant
4 factors, present and potential.
- 5 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
6 respect to the interpretation, implementation, and enforcement of the terms of this
7 Agreement and all orders and judgments entered in connection therewith, and the
8 Parties and their counsel submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing and enforcing the settlement and all orders and judgments
10 entered in connection with this Agreement.
- 11 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this
14 Agreement valid and enforceable.
- 15 AA. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff
16 Andersen and settled separately by an Individual Settlement Agreement between the
17 Parties described in paragraph III(D)(1) above, Plaintiffs and Class Counsel represent
18 that they do not currently intend to pursue any claims against the Released Parties,
19 including, but not limited to, any and all claims relating to or arising from Plaintiffs'
20 employment with Defendants, regardless of whether Class Counsel is currently aware
21 of any facts or legal theories upon which any claims or causes of action could be
22 brought against Released Parties, including those facts or legal theories alleged in the
23 operative complaint in this Action. The Parties further acknowledge, understand, and
24 agree that this representation is essential to the Agreement and that this Agreement
25 would not have been entered into were it not for this representation.
- 26
- 27 BB. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
28 Released Class Claims and Released PAGA Claims have merit and give rise to liability

1 on the part of Defendants. Defendants claim that the Released Class Claims and
2 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
3 is a compromise of disputed claims. Nothing contained in this Agreement and no
4 documents referred to and no action taken to carry out this Agreement may be
5 construed or used as an admission by or against the Defendants or Plaintiffs or Class
6 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
7 specifically set forth herein, each Party shall be responsible for and shall bear its/their
8 own attorney's fees and costs.
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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2 DATED: 2/18/2026


Shane Andersen (Feb 18, 2026 15:35:01 PST)

3

4

SHANE ANDERSEN

5 DATED: Feb 18, 2026



6

MICHAEL GAUQUIER

7

8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

9

10 DATED: _____

TERRA VISTA MANAGEMENT, INC.

11

12

Printed Name

13

14

Title

15

16 DATED: _____

CAMPLAND, LLC

17

18

Printed Name

19

20

Title

21

22 DATED: _____

DE ANZA SAN DIEGO FOOD AND BEVERAGE,
INC.

23

24

Printed Name

25

26

Title

27

28

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

2 DATED: _____

3
4 SHANE ANDERSEN

5 DATED: _____

6
7 MICHAEL GAQUIER

8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

9
10 DATED: 2/17/26

11 _____

12 Michael Gelfand

13 Printed Name

14 President

15 Title

16 DATED: 2/17/26

17 _____

18 Michael Gelfand

19 Printed Name

20 President

21 Title

22 DATED: 2/17/26

23 _____

24 Michael Gelfand

25 Printed Name

26 President

27 Title

28

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DATED: 2/17/26


DE ANZA CORPORATION

Michael Gelfand
Printed Name

President
Title

DATED: 2/17/26


BAYSIDE VILLAGE MARINA LLC

Michael Gelfand
Printed Name

President
Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: February 17, 2026

JCL LAW FIRM, APC

4 By: 

5 Jean-Claude Lapuyade, Esq.

6 Attorneys for Plaintiff Shane Andersen and the
Settlement Class Members

7 DATED: February 18, 2026

ZAKAY LAW GROUP, APLC

8 By: 

9 Shani O. Zakay, Esq.

10 Jennifer M. Gerstenzang, Esq.

11 Attorneys for Plaintiff Shane Andersen and the
Settlement Class Members

12
13 DATED: February 18, 2026

FERRARO VEGA EMPLOYMENT LAWYERS,
INC.

14 By: 

15 Nicholas J. Ferraro, Esq.

16 Xavier Woodford, Esq.

17 Attorneys for Plaintiff Michael Gauquier and the
Settlement Class Members

18 DATED: February 19, 2026

SHEPPARD MULLIN RICHTER & HAMPTON
LLP

19
20 By: 

21 Jason A. Weiss, Esq.

22 Eric Angel, Esq.

23 Attorneys for Defendants
24
25
26
27
28

EXHIBIT A

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

**(Andersen et al. v. Terra Vista Management, Inc., et al., San Diego County Superior Court Case No.
24CU006415C)**

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Shane Andersen (“Plaintiff Andersen”) and Plaintiff Michael Gauquier (Plaintiff Gauquier”) (“Plaintiffs”) and Defendants Terra Vista Management, Inc.; Campland, LLC; De Anza San Diego Food and Beverage, Inc.; De Anza Corporation; and Bayside Village Marina LLC. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

all non-exempt employees employed by Defendants in California at any time during the period beginning July 18, 2020, through September 25, 2025, or any earlier date as the Defendants may elect in accordance with the Escalator Clause (“Class Period”).

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

2. What is this class action lawsuit about?

On July 18, 2024, Plaintiff Gauquier filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On August 16, 2024, Plaintiff Andersen filed a Notice of Violations with the LWDA and served the same on Defendants. On July 24, 2024, Plaintiff Gauquier filed his

class action complaint in San Diego Superior Court, Case No. 24CU002703C, alleging claims for: 1. Failure to Pay All Wages Owed; 2. Failure to Pay Overtime; 3. Meal Period Violations; 4. Rest Period Violations; 5. Failure to Pay Overtime; 6. Failure to Pay Sick Leave; 7. Untimely Payment of Wages Upon Separation of Employment; 8. Wage Statement Violations; 9. Failure to Reimburse Business Expenses; and 10. Failure to Maintain Accurate Records. On August 16, 2024, Plaintiff Andersen filed his class action complaint in San Diego Superior Court, Case No. 24CU006415C, alleging claims for: 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 et seq.; 2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq.; 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; 6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; 7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and 8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802 (the “Action”). On October 16, 2024, Plaintiff Gauquier filed a Representative Action complaint in San Diego Superior Court under the Private Attorneys General Act (“PAGA”), Case No. 24CU002703C. On October 21, 2024, Plaintiff Andersen filed a separate PAGA action in San Diego Superior Court, Case No. 24CU018389C, alleging a single cause of action for Violations of the Private Attorneys General Act in Violation of Cal. Lab. Code §§ 2698 et seq.

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

On March 4, 2025, the Parties participated in a full day mediation with mediator Steve Pearl, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation did not conclude with a settlement. However, after further arm's-length negotiations, the Parties reached a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Ferraro Vega Employment Lawyers, Inc. to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Six Hundred Sixty Thousand Dollars and Zero Cents (\$660,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Awards, and the PAGA Payment.

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

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$11,950.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 33.33% of the Gross Settlement Amount, which is Two Hundred and Nineteen Thousand Nine Hundred Seventy-

Eight Dollars and Zero Cents (\$219,978.00) and actually incurred litigation expenses of not more than \$40,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award(s). A Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Andersen and up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Gauquier or such lesser amount as may be approved by the Court, to compensate them for their services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$25,000.00 relating to Plaintiffs' claims under the Private Attorneys General Act ("PAGA"), \$16,250.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$8,750.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Awards, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees employed by Defendants in California during the period beginning July 18, 2023, through September 25, 2025, or any date as the Defendants may elect in accordance with the Escalator Clause ("PAGA Period").

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

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

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

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiffs and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims arising from or reasonably related to the facts and/or claims alleged or that could have reasonably been alleged based on the facts asserted in the Action, and all claims that were asserted or that could have reasonably been asserted based on the facts alleged in the Action, including, but not limited to, state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-clock work and reporting time pay; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to pay vested vacation at employee's final rate; failure to indemnify business expenses; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records; unfair business practices with respect to claims arising from the Labor Code violations released herein; declaratory relief; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys' fees and costs. The Released Class Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code Section 17200, *et seq.*, with respect to claims arising from the Labor Code violations released herein) and the FLSA, 29 U.S.C. Section 201, *et seq.*, to the extent such claims were alleged or could have been alleged based on the facts asserted in the Action. This release excludes the release of claims not permitted by law.

As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims, actions, and causes of action for civil penalties, attorneys' fees, costs or interest arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, that were alleged or that reasonably could have been alleged in the Action and/or the PAGA letters during the PAGA period based on factual allegations and legal theories, known or unknown, including those contained in the Complaints and/or the PAGA letters, including, but not limited to, all claims for penalties recoverable under PAGA concerning failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation; and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; payment for all hours worked, including off-the-clock work and reporting time

pay; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment, including failure to pay all earned wages twice per month; failure to timely pay all wages due at separation of employment; failure to pay vested vacation at employee's final rate; failure to indemnify business expenses; failure to pay all accrued vacation wages at termination; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records and records of hours worked and meal periods; failure to provide written notice at the time of hiring under California Labor Code Section 2810.5; waiting time penalties; and including without limitation any and all potential claims for penalties recoverable under PAGA predicated upon California Labor Code sections 201-203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2810.5; any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission, including, without limitation, Wage Orders 1-2001, 4-2001; and any other PAGA penalty claims whatsoever alleged (or that could have been alleged) in the Complaints or PAGA letters, whether known or unknown, during the PAGA Period. This release excludes the release of claims not permitted by law.

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

5. How much will my payment be?

Defendants' records reflect that you have <<_____>> Workweeks worked during the Class Period (July 18, 2020, through September 25, 2025, or any earlier date as the Defendants may elect in accordance with the Escalator Clause).

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

Defendants' records reflect that you have <<_____>> pay periods worked during the PAGA Period (July 18, 2023, through September 25, 2025, or any date as the Defendants may elect in accordance with the Escalator Clause).

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

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

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 1295 Northland Drive Suite 160, St. Paul, MN 55120; Tel: 612-383-2505. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Shane Andersen, et al. v. Terra Vista Management, et al.*, currently pending in Superior Court of San Diego, Case No. 24CU006415C. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Shane Andersen, et al. v. Terra Vista Management, et al., San Diego County Superior Court, Case No. 24CU006415C*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 1295 Northland Drive Suite 160, St. Paul, MN 55120; Tel: 612-383-2505.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Email: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com

Class Counsel:

Counsel for Defendants:

Nicholas Ferraro, Esq.
Ferraro Vega Employment Lawyers,
Inc.
3333 Camino del Rio South, Suite
300
San Diego, CA 92108
Tele: (619) 693-7727
Email: nick@ferrarovega.com

Jason A. Weiss, Esq.
Eric T. Angel, Esq.
Sheppard, Mullin, Richter &
Hampton
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626
Tel: 714-513-5100
Fax: 714-513-5130
Email: jweiss@sheppardmullin.com
Email: eangel@shepparmullin.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the San Diego County Superior Court, Department C-64, located at 330 West Broadway, San Diego, CA 92101 before Judge Loren Freestone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Shane Andersen, et al. v. Terra Vista Management, et al., San Diego County Superior Court, Case No. 24CU006415C***, Settlement Administrator, 1295 Northland Drive Suite 160, St. Paul, MN 55120 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT 2

EXHIBIT 3

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 | 619-255-9047

FIRM PRACTICE AREAS:

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

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

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

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

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

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

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

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

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

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

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

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

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

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

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

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

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

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

Attorney, June 2016 – April 2019

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4. EDUCATION

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

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

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

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

3. PROFESSIONAL EXPERIENCE

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

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

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

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

4. EDUCATION

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

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

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

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

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3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

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

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

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

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

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

2. Cortez Ocegüera v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

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

4. Gregory v. Verio Healthcare, Inc

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

5. Putman v. Winco Holdings, Inc.

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

6. Williamson v. Stan Hotel

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

7. Hernandez v. USGI, Inc.

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

8. De Jesus v. UniCare

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

9. Chambers v. Bass Medical Group

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

10. Lindsay v. Denso Products (Staffmark)

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

11. Maheia v. Clean Earth Environmental Solutions

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

12. Gray v. Sky Hotels

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

13. Mariscal v. Janco Industries

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

14. Trudelle v. Children of the Rainbow

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

15. Rodriguez v. Shaxon Industries

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

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

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

17. Miller v. Barry's Security

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

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

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

19. Maria Vazquez v. Mt. Collision

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

20. Rodriguez v. Performance Food Group

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

21. Shabazz v. Mann & Company

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

22. Adame v. Hustead's Collision Center

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

23. Monroy v. Donsuemor

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

24. Murbach v. Love Automotive

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

25. Bove v. S&B Restaurant Group

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

26. Perseus Porras v. Tantalum Restaurant

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

27. Nicholas Leon v. Miller Event Management

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

28. Aaris Watts v. TRL Systems

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

29. Johnathan Roa v. Otay Mesa Sales

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

30. Jonathan Mitchell v. Mack Trucking

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

31. Richard Jer Vang v. Bridge Property Management

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

32. Madison Marrero v. Stat Med

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

33. Brian Reyes v. Stowasser Buick-GMC

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

34. Erik Foss v. Anderson Hospitality, Inc.

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

35. Griselda Duran v. EmployBridge

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

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

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

38. Thomas Haven v. California Vocations, Inc.

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

39. Estefania Renteria v. Love's Country

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

40. Rachel Latin v. OneMain General Services Corp.

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

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

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

42. Jie Xu v. HT Multinational

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

43. Yvette Molina v. Hawaiian Airlines

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

44. Reinald Pillsbury v. T & T Restaurants CA

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

45. Luis de Jesus v. Guardian Angel Home Care

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

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

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

47. Gabriel Mendez v. Bondz, Inc.

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

48. James Conley v. Siskiyou Forest Products

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

49. Alex Castellanos v. Southwest Patrol

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

50. Rodney Stovall v. Javelin Logistics Company

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

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

52. Elias Kaser v. Aviation Consultants, Inc.

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

53. Christopher Chacon v. Panda Motors, Inc.

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

54. Willie Lang v. Pathways

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

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

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

56. Daniel Jacobs v. Rush Media Company

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

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

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

58. Sukhraj Kaur v. ACES 2020, LLC

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

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

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

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

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

62. Nicolas Neutall v. Urban Alchemy

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

63. Courteney Arneson v. Bahn Thai, Inc.

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

64. Traci Pollinger v. Hoehn Motors, Inc.

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

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

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

66. Shasta Collins v. Hilton Management, LLC

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

67. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

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

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

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

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

71. David Ezell v. Diab Leasing, Inc.

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

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

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

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

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

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

Court	Alameda
Case No.	21CV003531

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

75. Jermell Jones v. Greenlawn Funeral Homes

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

76. Isaiah Davis v. RPM Juice, Inc.

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

77. Jose Garcia v. Ferma Greenbox

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

78. Brittney Jones v. ASD6

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

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

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

82. Emily Tolosa v. Kensington Redwood City, LLC

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

83. Gabriel Guzman v. Vulcan Materials Company

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

84. Cristal Rodriguez v. EAH , Inc.

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

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

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

86. Omar Vejar v. Fineline Woodworking, Inc.

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

87. Claudia Nunez v. The Whole Child

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

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

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

89. Michael Harrington v. Genesis Private Security

Court	Alameda
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Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

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

91. James Aguilar v. T & K

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

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

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

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

94. Joe Moreno v. Rambo, LLC.

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

95. Norman Respass v. The Scion Group

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

96. Devin Terrell v. KaiserAir

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

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

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

98. Dante Henderson v. Bizon Group, Inc.

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

99. Noemy Flores v. Aven Group, Inc.

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

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

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

101. Ricardo Rodriguez v. Employbridge

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

102. Amanda Patterson v. RCSH Operations, Inc.

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

103. Tyra Toler v. Total Testing Solutions LLC

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

104. Juanita Allen v. Nissan of Stockton

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

105. Paola Villalvazo v. SK Market Inc.

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

106. Luke Delacruz v. Walmart (Bonobos)

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

107. Powell v. Core Community Organized Relief Effort

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

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

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

109. Alisa Alvarez v. SLO Arches, Inc.

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

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

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

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

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

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

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

113. Maria Tabarez v. Alta Hospitals System LLC

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

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

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

116. Veronica Maravilla v. Venus Et Fleur, LLC

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

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

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

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

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

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

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

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

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

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

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

122. Marquan Nesbitt v. Autonomous, Inc.

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

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

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

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

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

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

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

126. Jeannete Gomes v. Homeaglow Inc.

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

127. Alan Carrillo Rodriguez v. Titan Workforce

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

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

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

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

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

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

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

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

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

132. John Schilder v. Tenderloin Neighborhood Development Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

139. Brennan Howard v. Koulax Enterprises

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

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

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

141. Kaliyah Martin v. Blend Labs et al.

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

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

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

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

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

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

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

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

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

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

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

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

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

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

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

Status	Settled
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