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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

GRETA BARTEK, an individual, on behalf of
all persons similarly situated,

Plaintiff,

v.

THE COMPUTER MERCHANT, LTD., a
Massachusetts corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 34-2023-00336866

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

Date: February 14, 2025

Time: 9:00 a.m.

Judge: Hon. Jill H. Talley

Dept.: 23

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

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter “Class Counsel”). I am
5 co-counsel of record for Plaintiff GRETA BARTEK, an individual, on behalf of herself, and on
6 behalf of all persons similarly situated, (hereafter “Plaintiff” or “Class Representative) in this
7 wage and hour class action filed against THE COMPUTER MERCHANT, LTD, (hereinafter
8 “Defendant”).

9 2. This declaration is being submitted in support of Plaintiff’s Motion for Final
10 Approval of Class and PAGA Action Settlement.

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

14 4. Attached hereto as **Exhibit “B”** is a true and correct copy of the October 15, 2024,
15 Preliminary Approval Order.

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

18 6. Attached hereto as **Exhibit “D”** is a true and correct copy of the January 21, 2025,
19 proof of filing this motion seeking final approval of this Settlement with the LWDA.

20 7. Attached hereto as **Exhibit “E”** is a true and correct copy of the JCL Law Firm,
21 APC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has
22 been appointed Class Counsel.

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I. INTRODUCTION

8. An objective evaluation of the proposed settlement of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Judge Carl West (Ret.), a respected jurist and an experienced mediator of wage and hour class and PAGA actions. After deducting any Court-approved Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs, the Net Settlement Amount shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendant during the Class Period. ***The Class greeted news of the Settlement with unanimous approval as, at the time of the filing of this motion, all 116 Class Members chose to participate in the Settlement.*** There are zero opt-outs and zero objections to the Settlement. The unanimous approval by the Settlement Class evidences the clear fairness and reasonableness of the Settlement.

9. This Settlement provides substantial recovery to Class Members. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$116,176.67**. This will result in an average Individual Settlement Payment of **\$699.86**, with the estimated highest gross payment being **\$6,191.82** and the lowest gross payment being **\$26.69**. Aggrieved Employees will receive an estimated average gross payment of **\$39.06**, with the estimated highest gross payment being **\$144.49** and the lowest gross payment being **\$1.51**.

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

11. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness.

1 Accordingly, the Class Representative and Class Counsel respectfully request this Court grant
2 final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

3 **II. OVERVIEW OF THE LITIGATION**

4 12. On March 23, 2023, Plaintiff filed a Notice of Violations with the LWDA and
5 served the same on Defendant.

6 13. On March 30, 2023, Plaintiff filed a Class Action complaint in the Sacramento
7 Superior Court Case No. 34-2023-00336866 (“Class Action”), alleging claims for: (1) Unfair
8 Competition In Violation Of Cal. Bus. & Prof. Code §17200 et seq; (2) Failure To Pay Minimum
9 Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime
10 Wages In Violation Of Cal. Lab. Code §§ 510, et seq; (4) Failure To Provide Required Meal
11 Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5)
12 Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the
13 Applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation
14 Of Cal. Lab. Code § 226; and (7) Failure To Provide Wages When Due In Violation Of Cal. Lab.
15 Code §§ 201, 202 and 203.

16 14. On July 19, 2023, Plaintiff filed a First Amended Complaint to add an eighth cause
17 of action for alleged violations of the Private Attorneys General Act California Labor Code §§
18 2698 *et seq.* (“PAGA”).

19 15. Plaintiff seeks to represent a putative class of all non-exempt employees who
20 worked for Defendant, The Computer Merchant, Ltd., in California at any time during the period
21 beginning March 24, 2019, to May 25, 2024, (the “Class Members”). There are approximately
22 166 Class Members that worked a total of 4,356 Workweeks during the Class Period. The
23 Complaint generally alleges the causes of actions listed above. The Action seeks unpaid wages,
24 statutory and PAGA penalties, attorneys’ fees, and litigation costs.

25 16. Plaintiff also seeks to represent a PAGA group of Aggrieved Employees which is
26 comprised of all non-exempt employees who worked for Defendant The Computer Merchant,
27 Ltd., in California (“Aggrieved Employees”) during the period of March 23, 2022, to May 25,
28 2024, (the "PAGA Period"). *See* Agreement at §§ I(C), I(Y).

1 17. Prior to mediation, Class Counsel investigated the facts relevant to the Action,
2 including conducting an independent investigation as to the allegations, reviewing documents and
3 information exchanged through informal discovery, and reviewing documents and information
4 provided by Defendant pursuant to informal requests for information to prepare for mediation. As
5 part of this process, Defendant provided Plaintiff's personnel file including her check history
6 register, emails regarding onboarding, employment agreement, guidelines and expectations, offer
7 letter, placement record and time sheets. Defendant also produced 100% of the payroll data for
8 166 class members; and 103 pages of relevant documents including Subcontractor travel and
9 expense reimbursement policies, Gainwell California meal and rest period policies, Frequently
10 asked questions, The Computer Merchant California Meal and Rest Period Policy for Non-
11 exempt Workers, Arbitration Agreement, The Computer Merchant Subcontractor Time Reporting
12 Policy, Second Meal break Waiver, Plaintiff's earning statements, written weekly project time
13 logs for class members, time records for class members, relevant emails regarding schedules for
14 class members, Gainwell work schedules, and Gainwell Time sheets for class members.

15 18. On March 25, 2024, the Parties participated in mediation presided over by Judge
16 Carl West (Ret.), a respected jurist and an experienced mediator of wage and hour class and
17 PAGA actions. At the conclusion of the mediation, the Parties accepted a Mediator's settlement
18 proposal, which was subsequently memorialized in the form of a Memorandum of
19 Understanding. Thereafter, the Parties documented the agreement in the form of a Settlement
20 Agreement, which was signed by the Parties and is now presented to this Court for preliminary
21 approval. Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which
22 is the subject of the instant motion.

23 19. On October 15, 2024, this Court preliminarily approved the Settlement.

24 **III. THE SETTLEMENT BEFORE THE COURT**

25 20. The Court preliminarily approved an initial Gross Settlement Amount of Two
26 Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) based on a total of an
27 estimated 4,356 workweeks worked by the Class during the Class Period. The Gross Settlement
28 Amount shall be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Service

1 Award; (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Settlement; and (5) to
2 satisfy the Settlement Administration Costs incurred in this action.

3 21. As explained in further detail below, the Settlement is fair, adequate, and
4 reasonable to the class and should be granted final approval. This is evidenced by the unanimous
5 approval of the Settlement by the Settlement Class and absence of any objections to the
6 Settlement and the average Individual Settlement Payment of **\$699.86**.

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

8 22. Months before filing the Action, Class Counsel began its pre-filing investigation
9 into the Plaintiff's complaints. Class Counsel's investigation started with several lengthy
10 interviews with Plaintiff. As part of the interview process, the Plaintiff produced documents
11 related to her employment, including payroll records and correspondence with Defendant. At the
12 conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified
13 further inquiry.

14 23. Class Counsel subsequently requested Plaintiff's employee files from Defendant.
15 In response, Defendant produced dozens of pages of documents, including but not limited to,
16 including Plaintiff's check history register, emails regarding onboarding, employment agreement,
17 guidelines and expectations, offer letter, placement record and time sheets. Class Counsel
18 reviewed and analyzed the documents and determined the documents appeared to substantiate
19 Plaintiff's claim that Defendant failed to, among other things, pay for all hours worked and
20 provide compliant meal and rest periods.

21 24. Considering the many anticipated factual disputes, the Parties agreed that it would
22 be in the best interest of both Parties to mediate the matter. To prepare for mediation, Defendant
23 produced 100% of the payroll data for 166 class members and 103 pages of relevant documents
24 including Defendant's written policies and procedures, Plaintiff's earning statements, and time
25 records for class members. In total, Class Counsel reviewed hundreds of pages of documents and
26 thousands of unique cells of payroll data.

27 25. Class Counsel then retained the statisticians and economists at Berger Consulting
28 Group ("BCG") to evaluate the Class Members' payroll and time data. BCG provides data

1 analysis and damage modeling consulting services, specializing in wage and hour class actions.
2 BCG's team of financial and data analysts are credentialed and experienced experts in their fields
3 and have provided their expertise on thousands of cases. Stated differently, the BCG is well-
4 qualified to analyze Defendant's time and payroll data.

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

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

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

26 29. Class Counsel only agreed to enter the Settlement following this thorough
27 investigation, evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable
28 law, and marketplace for similar settlements, and considering the risk of significant delay,

1 uncertainty associated with litigation, and the various defenses asserted by Defendant, Class
2 Counsel firmly believe this Agreement to be in the best interests of the Class Members. Because
3 the Settlement's terms are fair, reasonable, and adequate, the Court should approve the
4 Settlement.

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

6 30. On March 25, 2024, the Parties conducted a full-day mediation with Judge Carl
7 West (Ret.), a respected jurist and an experienced mediator of wage and hour class and PAGA
8 actions. Judge West helped to manage the Parties' expectations and provided a useful, neutral
9 analysis of the issues and risks to both sides. The Parties made substantial progress with Judge
10 West's assistance. Namely, the Parties exchanged information regarding their respective claims
11 and defenses, including their respective evaluations of the damages. At the conclusion of the
12 mediation, the Parties accepted a Mediator's settlement proposal. The complete and final terms of
13 the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the
14 Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

15 31. As discussed above, the Parties subsequently negotiated the terms of the
16 Agreement based on Defendant's representations and Judge West's recommendation. No action
17 would likely have been taken by Class Members individually, and no compensation would have
18 been recovered for them, but for Plaintiff's services on behalf of the Class.

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

20 32. Plaintiff is represented by competent and experienced counsel to pursue her claims.
21 I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm
22 representing aggrieved employees and consumers throughout California in wage and hour class
23 actions and complex multi-party product liability matters. The Firm currently consists of myself,
24 Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate
25 Attorney), Perssia Razma, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal and Office
26 Manager), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), and Esbeidy Campos (Legal
27 Assistant).

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

7 34. I have represented consumers and employees in California class actions, and
8 complex multi-party product liability actions exclusively for more than 17 years. I have been in
9 practice as a plaintiff's civil litigation attorney since April 2007.

10 35. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
11 Employees. I have extensive experience with wage and hour class and representative actions
12 litigation like this matter, and employment matters in general. My credentials are reflected in the
13 JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as
14 **Exhibit "E."** Some of the major cases the Firm has undertaken are also set forth in **Exhibit "E."**

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

17 37. Finally, I have published appellate experience in *William Blanchette et al., v. The*
18 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v.*
19 *EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th 59.

20 38. Consequently, I have been named to the prestigious Thomson Reuters, Super
21 Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters,
22 the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see
23 https://www.superlawyers.com/about/selection_process.html.) Additionally, I was also named
24 2025 Super Lawyer in Employment Law by Thompson Reuters.

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

26 39. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
27 Settlement provides a sizeable recovery to the Settlement Class Members and need not
28 necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately,

1 meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of Two
2 Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) represents a discount on
3 Defendant's potential exposure if Plaintiff established liability on all claims and was awarded the
4 full amount of the estimated damages at trial, this compromise is reasonable because (1) the
5 formidable defenses raised by Defendant presented a risk that could award significantly less in
6 damages than Plaintiff's estimate and (2) any theoretical post-trial recovery may require many
7 more years of litigation, resulting in added fees and costs without any guarantee of recovery for
8 the Class.

9 40. As detailed at the time of preliminary approval, the Gross Settlement Amount is
10 fair and reasonable considering the nature and magnitude of the claims being settled and the
11 various potential impediments to recovery. Class Counsel developed varied economic damages
12 models measuring Defendant's liability exposure while accounting for the uncertainties of
13 continued litigation. The various models were informed by Class Counsel's investigation,
14 including the analysis of a significant sample of payroll data. As detailed in greater depth during
15 the preliminary approval process, Class Counsel projected a range of Defendant's liability
16 exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount
17 represents approximately 22.2% of the maximum estimated *damages*, and 9.4% of the maximum
18 combination of damages and penalties to the Class.

19 41. Additionally, Defendants must separately fund its share of any employer side
20 payroll taxes.

21 42. Clearly the goal of this litigation to obtain redress for the class has been met by this
22 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length
23 negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore
24 entitled to final approval.

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

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

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

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

18 46. Finally, even if a class is certified and Defendant is found liable for the class claims
19 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff
20 and decertification of the class. These post-certification risks are demonstrated by *Magadia v.*
21 *Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated
22 reversed and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately
23 paying overtime, and directed the trial court to enter judgement in favor of the employer. *See*
24 *also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage
25 and hour misclassification action).

26 47. Collectively, the examples cited above illustrate the uncertain nature of class
27 litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a
28 significant risk factor favoring settlement.

1 48. Although Plaintiff is confident about the strength of HER claims, Plaintiff
2 nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would
3 potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of
4 wage and hour litigation can drastically affect the value of Plaintiff's claims and, in fact, already
5 has.

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

15 50. Class Representative and Class Counsel believe that the Settlement confers
16 substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation,
17 Class Representative and Class Counsel have determined that the Settlement set forth in the
18 Agreement is in the best interest of the Class, is fair, reasonable and adequate, and should be
19 granted final approval.

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

21 51. Here, the Parties negotiated a good faith PAGA Payment in the amount of
22 \$10,000.00 which is approximately 4% of the Gross Settlement Amount. As illustrated above,
23 this amount falls well within the range of approved PAGA Settlements. Seventy-five percent
24 (75%) of the PAGA Payment (\$7,500.00) will be paid to the LWDA ("LWDA Payment") with
25 the remaining twenty-five percent (25%) of the PAGA Payment (\$2,500) to be distributed to the
26 Aggrieved Employees, which is within the range of PAGA penalties approved by courts and
27 should be approved.

52. Further, on September 18, 2024, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On January 21, 2025, Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement. By not registering an objection with either Class Counsel or the Court, the LWDA has accepted and approved of the proposed PAGA Payment.

53. The Parties have selected Koinonia Family Services to receive uncashed funds from the settlement. Neither I, nor any member or employee of my firm, have any interest or involvement in the governance or work of Koinonia Family Services. The Cy Pres distribution is appropriate because it is consistent with California Code of Civil Procedure Section 384. California Code of Civil Procedure Section 384(b) states that unpaid cash residue and unclaimed or abandoned funds may be distributed to child advocacy programs. Koinonia Family Services is consistent with California Code of Civil Procedure Section 384(b) because it provides child advocacy services and provides substantial benefit to California consumers.

54. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of January 2025, at San Diego, California.

JCL LAW FIRM, APC

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

EXHIBIT A

JCL LAW FIRM, APC

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Andrea Amaya (State Bar #348080)

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Attorneys for Plaintiff GRETA BARTEK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

GRETA BARTEK, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE COMPUTER MERCHANT, LTD., a
Massachusetts corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 34-2023-00336866

[Complaint Filed: December 2, 2022]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Greta Bartek (hereinafter “Plaintiff”), an individual, on behalf
3 of herself, and on behalf of all persons similarly situated, and in her representative capacity on behalf
4 of the State of California and the Aggrieved Employees, and Defendant The Computer Merchant,
5 Ltd., a Massachusetts Corporation:

6 **I. DEFINITIONS**

- 7 A. “Action” means the putative class and representative action lawsuit titled *Greta*
8 *Bartek v. The Computer Merchant, LTD.*, Sacramento County Superior Court, Case
9 No. 34-2023-00336866, filed March 30, 2023.
- 10 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
11 Class and PAGA Action Claims and Release of Claims.
- 12 C. “Aggrieved Employees” means all non-exempt employees who worked for The
13 Computer Merchant in California during the PAGA Period.
- 14 D. “Aggrieved Employee Payment” means the twenty-five percent (25%) of the PAGA
15 Payment which is the amount of \$2,500, that will be distributed to the Aggrieved
16 Employees as described in this Agreement.
- 17 E. “Class” or the “Class Members” means all non-exempt employees who worked for
18 The Computer Merchant, Ltd. (“Computer Merchant”) in California at any time
19 during the Class Period.
- 20 F. “Class Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
21 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 22 G. “Class Counsel Award” means the award of fees and expenses that the Court
23 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
24 the Class Members and the Aggrieved Employees in the Action, consisting of
25 attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount
26 currently estimated to be \$83,333.33 out of \$250,000.00 plus costs of up to
27 \$25,000.00. Attorneys’ fees will be divided between Class Counsel in the following
28 percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. “Class Data” means information regarding Class Members that Defendant will compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address; Social Security Number; start dates and end dates of employment.

I. “Class Period” means the period beginning March 24, 2019 to May 25, 2024.

J. “Class Representative” means plaintiff Greta Bartek.

K. “Court” means the Superior Court for the State of California, County of Sacramento currently presiding over the Action.

L. “Defendant” means The Computer Merchant, Ltd.

M. “Effective Date” means the date upon which all of the following events have occurred:

1. This Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
2. The Court has preliminarily approved the Settlement;
3. Notice has been properly given to Class Members, providing them an opportunity to opt out of the Class and Settlement as described in this Agreement;
4. The Court has held a Final Fairness and Approval Hearing and entered the Final Order and Judgment approving the Settlement; and
5. The later of: (a) sixty (60) days after the entry of the Final Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Order and Judgment, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded. In this regard, it is the intention of the Parties that the Effective Date of Settlement shall not be a date before the Court’s order approving the Settlement has become completely final, and

1 there is no timely recourse by any person who seeks to object to or otherwise
2 contest the Settlement.

3 N. “Funding Date” means the date upon which Defendant has paid the entire Gross
4 Settlement Amount to the Settlement Administrator in accord with the terms of this
5 Agreement which shall be within sixty (60) days of notice of entry of the Court’s
6 order granting final approval, but if an objection to the settlement is made but no
7 appeal is filed, then Defendant shall pay the Gross Settlement Amount to the
8 Settlement Administrator within sixty (60) days of the expiration of the appeal period.
9 If an appeal is filed, Defendant shall pay the Gross Settlement Amount to the
10 Settlement Administrator within sixty (60) days of when the applicable appellate
11 court has rendered a final decision or opinion affirming the Court’s final approval
12 order and judgment without material modification, and the applicable date for seeking
13 further appellate review has passed, or the date that any such appeal has been either
14 dismissed or withdrawn by the appellant.

15 O. “Gross Settlement Amount” means Two Hundred Fifty Thousand Dollars and Zero
16 Cents (\$250,000), inclusive of the sum of Settlement Administration Costs, Class
17 Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement
18 Amount is all-in with no reversion and **exclusive** of the employer’s share of payroll
19 tax, if any, triggered by any payment under this Settlement.

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

23 Q. “LWDA” means the Labor and Workforce Development Agency.

24 R. “LWDA Payment” means the seventy-five percent (75%) of the PAGA Payment
25 (\$7,500.00) payable to the to the LWDA.

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

- 1 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the
2 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
3 than formatting changes to facilitate printing by the Settlement Administrator).
- 4 U. “Operative Complaint” means the First Amended Complaint filed by Plaintiff on July
5 19, 2023 in the Sacramento Superior Court.
- 6 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
7 Labor Code § 2698 *et seq.*
- 8 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
9 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
10 Employees during the PAGA Period.
- 11 X. “PAGA Pay Periods” means the number of pay periods of employment during the
12 PAGA Period that each Aggrieved Employee worked in California.
- 13 Y. “PAGA Period” means the period beginning March 23, 2022 to May 25, 2024.
- 14 Z. “PAGA Payment” means Ten Thousand Dollars and Zero Cents (\$10,000.00) to be
15 allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted
16 in the Action.
- 17 AA. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
18 Plaintiff or Defendant, individually.
- 19 BB. “Payment Ratio” means the respective Workweeks for each Class Member divided
20 by the total Workweeks for all Class Members.
- 21 CC. “Plaintiff” means Greta Bartek.
- 22 DD. “QSF” means the Qualified Settlement Fund established, designated, and maintained
23 by the Settlement Administrator to fund the Gross Settlement Amount.
- 24 EE. “Released Class Claims” means all the claims asserted or that could have reasonably
25 been alleged arising out of the facts alleged in the Operative Complaint and any
26 amendments thereto during the Class Period including, but not limited to: (1) unfair
27 competition in violation of Business & Professions Code section 17200 *et seq.* arising
28 from the Labor Code violations listed hereinbelow; (2) failure to pay minimum wages

1 in violation of Labor Code sections 1194, 1197, 197.1; (3) failure to pay overtime
2 wages under Labor Code sections 510, et seq.; (4) failure to provide required meal
3 periods in violation of Labor Code sections 226.7, 512; (5) failure to provide required
4 rest periods under Labor Code sections 226.7, 512; (6) failure to provide accurate and
5 itemized wage statements in violation of Labor Code section 226; (7) failure to timely
6 pay wages when due in in violation of Labor Code sections 201, 202, 203; interest;
7 and attorney's fees and costs per Code of Civil Procedure section 1021.5. Released
8 Class Claims does not include claims for vested benefits, except those triggered by a
9 settlement payment from this Agreement; wrongful termination, unemployment
10 insurance; disability; social security; and workers' compensation.

11 FF. "Released PAGA Claims" means the release from the LWDA and Aggrieved
12 Employees of all claims for PAGA penalties asserted or that could have reasonably
13 been alleged arising out of the facts alleged in the operative complaint and any
14 amendments thereto and Plaintiff's letter to the LWDA which occurred during the
15 PAGA Period, including, but not limited to: Labor Code sections 201, 201.3, 202,
16 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174,
17 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2699, and 2699.3.

18 GG. "Released Parties" collectively means: (1) The Computer Merchant, Ltd.; (ii)
19 Gainwell Technologies, LLC; (iii) Adventist Health; (iv) DXC Technology Services
20 LLC; (v) Magnit (PROUnlimited, Inc.); (vi) Volt Workforce Solutions; (vii) RTX
21 Corporation (Raytheon Technologies Corporation); (viii) Ernst and Young LLP; (ix)
22 any end clients to whom Class Members were assigned; (x) each of the foregoing's
23 respective past, present and future parents, subsidiaries, and affiliates including,
24 without limitation, any corporation, limited liability company, partnership, trust,
25 foundation, and non-profit entity which controls, is controlled by, or is under common
26 control with The Computer Merchant, Ltd.; (xi) the past, present and future
27 shareholders, directors, officers, agents, employees, attorneys, insurers, members,
28 partners, managers, contractors, agents, consultants, representatives, administrators,

1 fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of
2 the foregoing; and (xii) any individual or entity which could be jointly liable with any
3 of the foregoing, including, but not limited to, temporary staffing agencies.

4 HH. “Response Deadline” means the date forty-five (45) calendar days after the Settlement
5 Administrator mails Notice Packets to Class Members and the last date on which
6 Class Members may submit disputes, requests for exclusion or objections to the
7 Settlement.-Neither side shall encourage any Class Member to opt out.

8 II. “Service Award” means an award in the amount of Seven Thousand Five Hundred
9 Dollars (\$7,500) or in an amount that the Court authorizes to be paid to the Class
10 Representative, in addition to her Individual Settlement Payment and her individual
11 Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with
12 the prosecution of the Action.

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

14 KK. “Settlement Administration Costs” means the amount paid to the Settlement
15 Administrator from the Gross Settlement Amount for administering the Settlement
16 pursuant to this Agreement currently estimated not to exceed \$7,990.00.

17 LL. “Settlement Administrator” means Apex Class Action LLC, located at 18 Technology
18 Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
19 Administrator establishes, designates, and maintains, as a QSF under Internal
20 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
21 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
22 the claims of Settlement Class Members. The Settlement Administrator shall maintain
23 the funds until distribution in an account(s) segregated from the assets of Defendant
24 and any person related to Defendant. ***All accrued interest shall be paid and***
25 ***distributed to the Settlement Class Members as part of their respective Individual***
26 ***Settlement Payment.***

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

NN. “Workweek” means a seven (7) consecutive day period during the Class Period beginning on Sunday and ending on Saturday, in which a Class Member worked for Defendant during the Class Period in California.

II. RECITALS

A. On March 30, 2023, Plaintiff filed a Class Action complaint in the Sacramento Superior Court, Case No. 34-2023-00336866 (“Class Action”), alleging claims for:

1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*;
4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226.
7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203;

B. On March 23, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

C. The Class Representative believes she has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification

1 can be satisfied in the Action, and this action is manageable as a PAGA representative
2 action.

3 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
4 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
5 Representative, alleged in the Operative Complaint, and/or alleged in the Class
6 Representative's PAGA notices to the LWDA are owed, and further contend that, for
7 any purpose other than settlement, the Action is not appropriate for class or
8 representative action treatment. Defendant contends, among other things, that at all
9 times it complied with the California Labor Code and the Industrial Welfare
10 Commission Wage Orders.

11 E. The Class Representative is represented by Class Counsel. Class Counsel investigated
12 the facts relevant to the Action, including conducting an independent investigation as
13 to the allegations, reviewing documents and information exchanged through informal
14 discovery, and reviewing documents and information provided by Defendant
15 pursuant to informal requests for information to prepare for mediation. Defendant
16 produced for the purpose of settlement negotiations certain employment data
17 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
18 of an expert. Based on their own independent investigation and evaluation, Class
19 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and
20 adequate, and is in the best interest of the Class considering all known facts and
21 circumstances, including the risks of significant delay, defenses asserted by
22 Defendant, uncertainties regarding class certification, and numerous potential
23 appellate issues. Although it denies any liability, Defendant agrees to this Settlement
24 solely to avoid the inconveniences and cost of further litigation. The Parties and their
25 counsel have agreed to settle the claims on the terms set forth in this Agreement.

26 F. On June 28, 2023, the Parties stipulated to the filing of a First Amended Complaint.
27 On July 19, 2023, the First Amended Complaint was filed.
28

1 G. On March 25, 2024, the Parties participated in mediation presided over by Judge Carl
2 West (Ret.), a respected jurist and an experienced mediator of wage and hour class
3 and PAGA actions. At the conclusion of the mediation, the Parties accepted a
4 Mediator's settlement proposal, which was subsequently memorialized in the form of
5 a Memorandum of Understanding.

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

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

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

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

27 **III. TERMS OF AGREEMENT**

28 A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.
2. Class Size. Defendant represents that the Class was comprised of approximately 166 individuals who collectively worked approximately 4,356 Workweeks during the Class Period. Defendant will provide a declaration under penalty of perjury confirming the number of Class Members and Workweeks worked by the Class Members within three (3) business days prior to filing of the Motion for Preliminary Approval. Should the Workweeks increase beyond 10% of the of the estimated 4,356 Workweeks (*i.e.*, more than 4,792 Workweeks), Defendant shall notify Plaintiff that it will, at Defendant's sole discretion, either (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above ten percent (10%) (*e.g.*, if the number of Workweeks is 12 percent greater than 4,356, the Gross Settlement Amount will increase by an additional two percent).
3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal,

then Defendant shall be entitled to prompt return of the principal and all interest accrued.

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

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

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

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

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

E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, this Settlement Agreement fails to become effective, or this Settlement Agreement is reversed, withdrawn, or modified by the

1 Court, or the Court in any way prevents or prohibits Defendant from obtaining a
2 complete resolution of the Released Class Claims and Released PAGA Claims:

- 3 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
4 and shall not be admissible in any judicial, administrative, or arbitral
5 proceeding for any purpose or with respect to any issue, substantive or
6 procedural;
- 7 2. The conditional class certification (obtained for any purpose) shall be void *ab*
8 *initio* and of no force or effect, and shall not be admissible in any judicial,
9 administrative, or arbitral proceeding for any purpose or with respect to any
10 issue, substantive or procedural; and
- 11 3. None of the Parties to this Settlement will be deemed to have waived any
12 claims, objections, defenses, or arguments in the Action, including with
13 respect to the issue of class certification.

14 F. In the event that Defendant fails to fully fund the Gross Settlement Amount, the
15 Settlement Administrator will provide notice to Class Counsel and Defendant's
16 counsel within three (3) business days of the missed payment. Thereafter, Defendant
17 will have seven (7) days to cure the default and tender payment to the Settlement
18 Administrator. In the event Defendant fails to cure the default within the times set forth
19 herein, Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
20 for the balance of the unpaid Gross Settlement Amount to date, and Plaintiff will be
21 entitled to recover interest at ten percent (10%) per year from the due date for such
22 payment and reasonable attorneys' fees and costs.

23 G. Certification of the Class. The Parties stipulate to conditional class certification of the
24 Class for the Class Period for settlement purposes only. In the event that this
25 Settlement is not approved by the Court, fails to become effective, or is reversed,
26 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
27 from obtaining a complete resolution of the Released Class Claims and Released
28 PAGA Claims, the conditional class certification (obtained for any purpose) shall be

void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

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

I. 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

1 strategies (regardless of whether such limitation is legally binding) upon disclosure by
2 the acknowledging party of the tax treatment or tax structure of any transaction,
3 including any transaction contemplated by this Agreement.

4 J. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
5 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
6 Preliminary Approval and supporting papers, which shall include this Settlement
7 Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three
8 (3) business days prior to the filing of the Motion to give Defendant an opportunity to
9 review and comment upon the Motion.

10 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
11 establishing and administering the QSF; calculating, processing and mailing payments
12 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
13 mailing the Notice Packets to the Class Members as directed by the Court; receiving
14 and reporting the objections and requests for exclusion; calculating, deducting and
15 remitting all legally required taxes from Individual Settlement Payments and
16 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
17 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
18 individual shares of the Aggrieved Employee Payment; processing and mailing tax
19 payments to the appropriate state and federal taxing authorities; providing
20 declaration(s) as necessary in support of preliminary and/or final approval of this
21 Settlement; and other tasks as the Parties mutually agree or the Court orders the
22 Settlement Administrator to perform. The Settlement Administrator shall keep the
23 Parties timely apprised of the performance of all Settlement Administrator
24 responsibilities by among other things, sending a weekly status report to the Parties'
25 counsel stating the date of the mailing, the of number of opt outs from the Settlement
26 it receives (including the numbers of valid and deficient), and number of objections
27 received.

28 L. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.
2. Notice Packets.
 - a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved

1 Employees that they will release the Released PAGA Claims and will
2 receive their share of the Aggrieved Employee Payment regardless of
3 whether they request to be excluded from the Settlement.

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

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

20 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
21 Administrator as non-delivered on or before the Response Deadline shall be
22 re-mailed to any forwarding address provided within seven (7) days of
23 receiving the returned notice. If no forwarding address is provided, the
24 Settlement Administrator shall promptly attempt to determine a correct
25 address by lawful use of skip-tracing, or other search using the name, address
26 and/or Social Security number of the Class Member involved, and shall then
27 perform a re-mailing, if another mailing address is identified by the Settlement
28 Administrator. In addition, if any Class Member who is currently employed

1 by Defendant, is returned to the Settlement Administrator, as non-delivered
2 and no forwarding address is provided, the Settlement Administrator shall
3 notify Defendant. Defendant will request that the currently employed Class
4 Member provide a corrected address and transmit to the Settlement
5 Administrator any corrected address provided by the Class Member. Class
6 Members who received a re-mailed Notice Packet shall have their Response
7 Deadline extended fifteen (15) days from the original Response Deadline.

8 5. Disputes Regarding Individual Settlement Payments. Class Members will
9 have the opportunity, should they disagree with Defendant's records regarding
10 the Workweeks, to provide documentation and/or an explanation to dispute
11 the Workweeks credited on or before the Response Deadline. The Settlement
12 Administrator shall determine the eligibility for, and the amounts of, any
13 Individual Settlement Payments under the terms of this Agreement. The
14 Settlement Administrator's determination of the eligibility for and amount of
15 any Individual Settlement Payment shall be binding upon the Class Member
16 and the Parties.

17 6. Exclusions. The Notice of Class Action Settlement contained in the Notice
18 Packet shall state that Class Members who wish to exclude themselves from
19 the Settlement must submit a signed copy of the Request for Exclusion form
20 to the Settlement Administrator by the Response Deadline. A Request for
21 Exclusion form will be mailed together with the Notice Packet to all Class
22 Members. The Request for Exclusion will not be valid if it is not timely
23 submitted, if it is not signed by the Class Member, or if it does not contain the
24 name and address and last four digits of the Social Security number of the
25 Class Member. The date of the postmark on the mailing envelope or fax stamp
26 on the Request for Exclusion shall be the exclusive means used to determine
27 whether the request for exclusion was timely submitted. Any Class Member
28 who submits a timely Request for Exclusion shall be excluded from the

1 Settlement Class will not be entitled to an Individual Settlement Payment and
2 will not be otherwise bound by the terms of the Settlement or have any right
3 to object, appeal, or comment thereon. However, any Class Member that
4 submits a timely Request for Exclusion that is also an Aggrieved Employee
5 will still receive his/her pro rata share of the Aggrieved Employee Payment,
6 and will be bound by the Release by the Aggrieved Employees as set forth
7 herein. Class Members who fail to submit a valid and timely Request for
8 Exclusion on or before the Response Deadline shall be bound by all terms of
9 the Settlement and any final judgment entered in this Action if the Court
10 approves the Settlement. No later than seven (7) calendar days after the
11 Response Deadline, the Settlement Administrator shall provide counsel for
12 the Parties with a final list of the Class Members who have timely submitted
13 timely Requests for Exclusion. At no time shall any of the Parties or their
14 counsel seek to solicit or otherwise encourage members of the Class to submit
15 Requests for Exclusion from the Settlement.

16 In the event that more than 5% of the Class Members submit Requests for
17 Exclusions, Defendant, at its sole discretion, may void this Agreement by
18 providing written notice to Plaintiff's Counsel no later than ten business days
19 after the Response Deadline. If Defendant chooses to void this Agreement, it
20 shall bear the costs of Settlement Administration Costs.

- 21 7. Objections. The Notice of Class Action Settlement contained in the Notice
22 Packet shall state that Class Members who wish to object to the Settlement
23 may submit to the Settlement Administrator a written statement of objection
24 ("Notice of Objection") by the Response Deadline. The postmark date of
25 mailing shall be deemed the exclusive means for determining that a Notice of
26 Objection was served timely. The Notice of Objection, if in writing, must be
27 signed by the Settlement Class Member and state: (1) the case name and
28 number; (2) the name of the Settlement Class Member; (3) the address of the

1 Settlement Class Member; (4) the last four digits of the Settlement Class
2 Member's Social Security number; (5) the basis for the objection; and (6) if
3 the Settlement Class Member intends to appear at the Final
4 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
5 to make objections in writing in the manner specified above may still make
6 their objections orally at the Final Approval/Settlement Fairness Hearing with
7 the Court's permission. Settlement Class Members will have a right to appear
8 at the Final Approval/Settlement Fairness Hearing to have their objections
9 heard by the Court regardless of whether they submitted a written objection.
10 At no time shall any of the Parties or their counsel seek to solicit or otherwise
11 encourage Class Members to file or serve written objections to the Settlement
12 or appeal from the Order and Final Judgment. Class Members who submit a
13 written request for exclusion may not object to the Settlement. Class Members
14 may not object to the PAGA Payment.

15 M. Allocation of the Gross Settlement Amount.

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

1 requests for exclusion on a pro rata basis based on their respective Payment
2 Ratios.

3 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
4 Class Data, the Settlement Administrator shall add up the total number of
5 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
6 The respective PAGA Pay Periods for each Aggrieved Employees will be
7 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
8 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
9 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
10 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
11 estimated share of the Aggrieved Employee Payment.

12 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
13 Settlement Payments shall be allocated as follows: 20% wages (“Wage
14 Portion”), and 80% penalties (“Penalties Portion”) and pre-judgment interest
15 (“Interest Portion”). The Wage Portion of the Individual Settlement Payments
16 shall be reported on IRS Form W-2 and the Penalty Portion and Interest
17 Portion of the Individual Settlement Payments shall be reported on IRS Form
18 1099 issued by the Settlement Agreement.

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

22 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
23 individual shares of the PAGA Payment made to Settlement Class Members
24 and/or Aggrieved Employees under this Settlement Agreement, as well as any
25 other payments made pursuant to this Settlement Agreement, will not be
26 utilized to calculate any additional benefits under any benefit plans to which
27 any Class Members may be eligible, including, but not limited to profit-
28 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,

1 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
2 Parties' intention that this Settlement Agreement will not affect any rights,
3 contributions, or amounts to which any Class Members may be entitled under
4 any benefit plans.

5 6. All monies received by Settlement Class Members under the Settlement which
6 are attributable to wages shall constitute income to such Settlement Class
7 Members solely in the year in which such monies are received by the Settlement
8 Class Members. It is the intent of the Parties that Individual Settlement
9 Payments and individual shares of the PAGA Payment provided for in this
10 Settlement agreement are the sole payments to be made by Defendant to
11 Settlement Class Members and/or Aggrieved Employees in connection with this
12 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
13 Class Members and/or Aggrieved Employees are not entitled to any new or
14 additional compensation or benefits as a result of having received the Individual
15 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

16 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
17 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
18 and/or Aggrieved Employees' last known mailing address no later than fifteen
19 (15) days after the Funding Date.

20 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
21 Employees shall remain valid and negotiable for one hundred and eighty (180)
22 days from the date of their issuance. If a Settlement Class Member and/or
23 Aggrieved Employees does not cash his or her settlement check within ninety
24 (90) days, the Settlement Administrator will send a letter to such persons,
25 advising that the check will expire after the 180th day, and invite that
26 Settlement Class Member and/or Aggrieved Employees to request reissuance
27 in the event the check was destroyed, lost, or misplaced. In the event an
28 Individual Settlement Payment and/or Aggrieved Employees' individual

1 share of the PAGA Payment check has not been cashed within one hundred
2 and eighty (180) days, all funds represented by such uncashed checks, plus
3 any interest accrued thereon, shall be transmitted to Koinonia Family Services a
4 Cy Pres organization in accordance with Code of Civil Procedure Section 384.

5 9. Service Award. In addition to the Individual Settlement Payment as a
6 Settlement Class Member and his individual share of the Aggrieved Employee
7 Payment, Plaintiff will apply to the Court for an award of not more than
8 \$7,500.00, as the Service Award. Defendant will not oppose a Service Award
9 of not more than \$7,500.00 for Plaintiff. The Settlement Administrator shall
10 pay the Service Award, either in the amount stated herein if approved by the
11 Court or some other amount as approved by the Court, to Plaintiff from the
12 Gross Settlement Amount no later than fifteen (15) calendar days after the
13 Funding Date. Any portion of the requested Service Award that is not
14 awarded to the Class Representative shall be part of the Net Settlement
15 Amount and shall be distributed to Settlement Class Members as provided in
16 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
17 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and
18 legally responsible to pay any and all applicable taxes on his Service Award
19 and shall hold harmless the Released Parties from any claim or liability for
20 taxes, penalties, or interest arising as a result of the Service Award. Approval
21 of this Settlement shall not be conditioned on Court approval of the requested
22 amount of the Service Award. If the Court reduces or does not approve the
23 requested Service Award, Plaintiff shall not have the right to revoke the
24 Settlement, and it will remain binding.

25 10. Class Counsel Award. Defendant will not oppose, a motion for Attorneys'
26 Fees not to exceed one-third of the Gross Settlement Amount currently
27 estimated to be Eighty-Three Thousand and Three Hundred and Thirty-Three
28 Dollars and Thirty-Three Cents (\$83,333.33) **and** Attorneys' Expenses

supported by declaration not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are 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 Attorneys' Fees 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 Attorneys' Fees, Plaintiff 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. Ten Thousand Dollars and Zero Cents (\$10,000.00) 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 seventy-five percent (75%) of the PAGA Payment (\$7,500) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment (\$2,500) 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 costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$7,990.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

N. Final Approval Motion. Class Counsel and Plaintiff 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 Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant 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 Plaintiff's 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 the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its

1 approval, and Judgment thereon, at the time Class Counsel files the Motion
2 for Final Approval.

3 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
4 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
5 Final Approval, including the Order Granting Final Approval of Class Action
6 Settlement, and Judgment at least three (3) business days in advance of filing with the
7 Court. The Parties and their counsel will cooperate with each other and use their best
8 efforts to affect the Court's approval of the Motions for Preliminary and Final
9 Approval of the Settlement, and entry of Judgment.

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

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

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

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

26 S. Entire Agreement. Except with respect to Plaintiff's individual settlement agreement,
27 described in paragraph "R" immediately above, this Agreement and any attached
28 Exhibit constitute the entire Agreement among these Parties, and no oral or written

1 representations, warranties or inducements have been made to any Party concerning
2 this Agreement or its Exhibit other than the representations, warranties and covenants
3 contained and memorialized in this Agreement and its Exhibit.

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

13 U. No Public Comment: The Parties and their counsel agree that they will not issue any
14 press releases, initiate any contact with the press, respond to any press inquiry, or have
15 any communication with the press about the fact, amount, or terms of the Settlement
16 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
17 of its terms for any marketing or promotional purposes. Nothing herein will restrict
18 Class Counsel from including publicly available information regarding this settlement
19 in future judicial submissions regarding Class Counsel's qualifications and experience.
20 Further, Class Counsel will not include, reference, or use the Settlement Agreement
21 for any marketing or promotional purposes, either before or after the Motion for
22 Preliminary Approval is filed.

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

25 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
26 shall be governed by and interpreted according to the laws of the State of California.

27 X. Counterparts. This Agreement may be executed in one or more counterparts. All
28 executed counterparts and each of them shall be deemed to be one and the same

1 instrument provided that counsel for the Parties to this Agreement shall exchange
2 among themselves copies or originals of the signed counterparts.

3 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
4 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
5 Settlement after extensive arms-length negotiations, taking into account all relevant
6 factors, present and potential.

7 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
8 respect to the interpretation, implementation, and enforcement of the terms of this
9 Agreement and all orders and judgments entered in connection therewith, and the
10 Parties and their counsel submit to the jurisdiction of the Court for purposes of
11 interpreting, implementing and enforcing the settlement and all orders and judgments
12 entered in connection with this Agreement.

13 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
14 the Court shall first attempt to construe the provisions valid to the fullest extent
15 possible consistent with applicable precedents so as to define all provisions of this
16 Agreement valid and enforceable.

17 BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff
18 and settled separately by an individual settlement agreement between the Parties
19 described in paragraph "R" above, Plaintiff and Class Counsel represent that they do
20 not currently intend to pursue any claims against the Released Parties, including, but
21 not limited to, any and all claims relating to or arising from Plaintiff's employment
22 with Defendant, regardless of whether Class Counsel is currently aware of any facts or
23 legal theories upon which any claims or causes of action could be brought against
24 Released Parties, including those facts or legal theories alleged in the operative
25 complaint in this Action. The Parties further acknowledge, understand, and agree that
26 this representation is essential to the Agreement and that this Agreement would not
27 have been entered into were it not for this representation.

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

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

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

2 DATED: 08/27/2024


Greta bartek (Aug 27, 2024 12:44 PDT)

3
4 GRETA BARTEK

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

6
7 DATED: 8/29/2024


THE COMPUTER MERCHANT, LTD.
John R. Danieli
Printed Name
President & CEO
Title

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1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: 08/29/2024

JCL LAW FIRM, A.P.C.

4 By:  _____

5 Attorneys for Plaintiff and the Settlement Class
6 Members

7
8
9 DATED: 08/29/2024

ZAKAY LAW GROUP, APLC

10 By:  _____

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13
14 DATED: 08.29.24

JACKSON LEWIS, P.C.

15 By:  _____

16 Nathan W. Austin, Esq.
17 Keelia K. Lee, Esq.
18 Attorneys for Defendant

EXHIBIT A

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

***Greta Bartek v. The Computer Merchant, Ltd., et al., currently pending in Superior Court of Sacramento,
Case No. 34-2023-00336866***

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Sacramento (the “Court”) has been reached between Plaintiff Greta Bartek (“Plaintiff”) and Defendant The Computer Merchant, Ltd. 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 who worked for The Computer Merchant, Ltd. (“Computer Merchant”) in California, at any time during the period beginning March 24, 2019 through May 25, 2024 (“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 March 30, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Sacramento. Plaintiff asserted the following claims against Defendant: (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; and (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203. On March 23, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On July 19, 2023, Plaintiff filed a First Amended Complaint in Sacramento Superior Court, Case No. 34-2023-00336866, adding a single cause of action for violations of PAGA (the “Action”).

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

On March 25, 2024, the Parties participated in an all-day mediation with Judge Carl West (Ret), an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) (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 Award, and the PAGA Payment.

After the settlement becomes final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. The settlement becomes final on the date when the Court enters a judgment approving the settlement, and 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 \$7,990.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$83,333.33) and actually incurred litigation expenses of not more than \$25,000 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 Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.

- PAGA Payment. A payment of \$10,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 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 Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- 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 who worked for Computer Merchant in California at any time during the period beginning March 23, 2022 to May 25, 2024 ("PAGA Period").

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

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

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

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

4. What Do I Release Under the Settlement?

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

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period March 24, 2019 to May 25, 2024.

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (March 23, 2022 to May 25, 2024).

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: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.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 _____. 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 *Greta Bartek v. The Computer Merchant, Ltd., et al.*, currently pending in Superior Court of Sacramento, Case No. 34-2023-00336866. 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 ***Greta Bartek v. The Computer Merchant, Ltd., et al.*, currently pending in Superior Court of Sacramento, Case No. 34-2023-00336866.** 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 18 Technology Drive, Suite 164 Irvine, CA 92618.

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
Fax: (619) 599-2891
E-Mail: 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) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendant:

Nathan W. Austin, Esq.

Keelia K. Lee, Esq.
Jackson Lewis P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Tel: (916) 341-0404
Fax: (916) 341-0141
nathan.austin@jacksonlewis.com
keelia.lee@jacksonlewis.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 _____ before Judge _____. 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 *Greta Bartek v. The Computer Merchant, Ltd., et al.*, currently pending in Superior Court of Sacramento, Case No. 34-2023-00336866., Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project, a Cy Pres, in accordance with Code of Civil Procedure, Section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Monnett De La Torre (State Bar #272884)
Andrea Amaya (State Bar #348080)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com
aamaya@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com

Attorneys for Plaintiff GRETA BARTEK

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

GRETA BARTEK, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE COMPUTER MERCHANT, LTD., a
Massachusetts Corporation; and DOES 1-50,
Inclusive.

Defendants.

CASE No.: 34-2023-00336866

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: October 11, 2024
Hearing Time: 9:00 a.m.
Department: 23

Trial Date: N/A
Action Filed: March 24, 2023

1 This matter having come before the Honorable Jill H. Talley of the Superior Court of the State
2 of California, in and for the County of Sacramento on October 11, 2024, at 9:00 am with Jean- Claude
3 Lapuyade, Esq. of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group, APLC
4 as counsel for Plaintiff GRETA BARTEK (“Plaintiff”), and Nathan W. Austin, Esq. and Keelia K.
5 Lee, Esq. of Jackson Lewis P.C. appearing for Defendant THE COMPUTER MERCHANT, LTD.,
6 (“Defendant”) and the Court, having carefully considered the briefs, argument of counsel and all the
7 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
8 Preliminary Approval of Class Action and PAGA Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class Action Claims
11 and Release of Claims (“Settlement Agreement” or “Agreement”) a true and correct copy of which
12 is attached to the concurrently filed Declaration of Shani O. Zakay, Esq. as **Exhibit “1”**. This is
13 based on the Court’s determination that the Settlement Agreement is within the range of possible
14 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
15 and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is \$250,000.00. It appears to the Court on a preliminary basis that the settlement
20 amount and terms are fair, adequate, and reasonable as to the entire Settlement Class when balanced
21 against the probable outcome of further litigation relating to certification, liability, and damages
22 issues. It further appears that investigation and research have been conducted such that counsel for
23 the Parties are able to reasonably evaluate their respective positions. It further appears to the Court
24 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the
25 delay and risks that would be presented by the further prosecution of the litigation. It further appears
26 that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length
27 negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Settlement Class are fair, adequate,
5 and reasonable when balanced against the probable outcome of further litigation relating to
6 certification, liability, and damages issues.

7 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification
8 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any
9 other proceeding should this Settlement not become final. For settlement purposes only, the Court
10 conditionally certifies the following Settlement Class:

11 All non-exempt employees who worked for Defendant The
12 Computer Merchant, Ltd., in California at any time during the
13 period beginning March 24, 2019 to May 25, 2024 (the “Class
14 Period”).

15 6. The Court concludes that, for settlement purposes only, the Settlement Class meets
16 the requirements for certification under section 382 of the California Code of Civil Procedure in that:
17 (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the
18 Settlement Class is impracticable; (b) common questions of law and fact predominate, and there is a
19 well-defined community of interest amongst the Settlement Class with respect to the subject matter
20 of the litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement
21 Class; (d) the Class Representative will fairly and adequately protect the interests of the Settlement
22 Class; (e) a class action is superior to other available methods for the efficient adjudication of this
23 controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representative in their
24 individual capacity and as the representative of the Settlement Class Members.

25 7. The Court provisionally appoints plaintiff GRETA BARTEK as the representative of
26 the Settlement Class.

27 8. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
28

1 A.P.C. and Shani Zakay of the Zakay Law Group, APLC, as Class Counsel for the Settlement Class.

2 9. The Court hereby approves, as to form and content, the Proposed Notice of Pendency
3 of Class Action (“Class Notice”) attached to the Agreement as Exhibit “A”. The Court finds that
4 both notices appear to fully and accurately inform the Settlement Class and Aggrieved Employees of
5 all material elements of the proposed Settlement, including right of any Settlement Class member to
6 be excluded from the Settlement Class by submitting a written request for exclusion, and of each
7 Settlement Class member’s right and opportunity to object to the Settlement. The Court further finds
8 that the distribution of the notices substantially in the manner and form set forth in the Agreement
9 and this Order meets the requirements of due process, is the most reasonable notice under the
10 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
11 orders the mailing of the notices by first class mail, pursuant to the terms set forth in the Agreement.

12 10. The Court hereby appoints Apex Class Action, LLC., as Settlement Administrator.
13 Within ten (10) business days of this order, Defendant shall provide, to the Settlement Administrator
14 the Class Data, including information regarding Settlement Class Members that Defendant will in
15 good faith compile from their records, including each Class Member’s full name; last known address;
16 Social Security Number; and start dates and end dates of employment. Within twenty-one (21)
17 calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail
18 the Notice to all identified, potential members of the Settlement Class via first class U.S. Mail using
19 the most current mailing address information available and electronic mail.

20 11. The Court hereby preliminarily approves the proposed procedure for exclusion from
21 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
22 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
23 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
24 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
25 date the Class Notice is mailed to the Settlement Class Members or, in the case of a re-mailed Notice,
26 not more than fifteen (15) calendar days after the original Response Deadline. Any such person who
27 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
28

1 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right
2 to object, appeal or comment thereon. Settlement Class members who have not requested exclusion
3 shall be bound by all determinations of the Court, the Agreement and Judgment. A request for
4 exclusion may only opt out of that particular individual, and any attempt to affect an opt-out of a
5 group, class, or subclass of individuals is not permitted and will be deemed invalid.

6 12. Any Settlement Class member who has not opted out may appear at the final approval
7 hearing and may object or express the Class Member's views regarding the Settlement and may
8 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
9 heard and determined by the Court as provided in the Notice. Settlement Class Members will have
10 forty-five (45) days from the date the Settlement Administrator mails the Class Notice to postmark
11 their written objections to the Settlement Administrator.

12 13. The Agreement specifies for an award of Class Counsel Award for fees and expenses
13 that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
14 and the Class in this action, consisting of attorneys' fees not to exceed one-third of the Maximum
15 Settlement Amount currently estimated to be \$83,333.33 and costs and expenses up to \$25,000.00.

16 14. The Agreement also specifies a proposed Class Representative's Payment to the Class
17 Representative, Greta Bartek, in an amount not to exceed \$7,500.00.

18 15. While the Class Counsel Award and the Class Representative's Payment appear to be
19 within the range of reasonableness, the Court will not approve the Class Counsel Award or Class
20 Representative's Payment until the Final Approval Hearing

21 16. A final approval hearing shall be held before this Court on 02/14/25 at 9:00 AM
22 in Department 23 of the Sacramento County Superior Court to determine all necessary matters
23 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
24 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
25 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
26 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
27 to the Settlement Class; and to finally approve the Class Counsel Award, Class Representative's
28

1 Payment, and the Settlement Administration Costs. All papers in support of the motion for final
2 approval and the motion for Class Counsel Award and Class Representative's Payment shall be filed
3 with the Court and served on all counsel no later than twenty-eight (28) days following the expiration
4 of the Response Deadline.

5 17. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
6 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
7 evidence of, or used against Defendant as, an admission or indication in any way, including with
8 respect to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to
9 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
10 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
11 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
12 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant,
13 including, but not limited to, evidence of a presumption, concession, indication or admission by
14 Defendant of any liability, fault, wrongdoing, omission, concession or damage.

15 18. In the event the Settlement does not become effective in accordance with the terms of
16 the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
17 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the
18 Parties shall revert to their respective positions as of before entering into the Agreement. In such an
19 event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall
20 not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter
21 the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is
22 not approved.

23 19. Pending final determination of whether the Settlement should be approved, Class
24 Representative and all members of the Settlement Class are barred and enjoined from filing,
25 commencing, prosecuting, intervening in, instigating or in any way participating in the
26 commencement or prosecution of any lawsuit, action or administrative, regulatory, arbitration or
27 other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Release by
28

1 Settlement Class Members, unless and until they submit a timely request for exclusion pursuant to
2 the Agreement.

3 20. The Court reserves the right to adjourn or continue the date of the final approval
4 hearing and all dates provided for in the Agreement without further notice to Settlement Class and
5 retains jurisdiction to consider all further applications arising out of or connected with the proposed
6 Settlement.

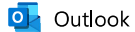
7 **IT IS SO ORDERED.**

8
9 Dated: 10/15/2024



Jill Talley
The Honorable Jill H. Talley
Judge of the Superior Court

EXHIBIT C

 Outlook

[Draft] Fw: Thank you for your Proposed Settlement Submission

From

From: DIR PAGA Unit <no-reply@formassembly.com>

Sent: Wednesday, September 18, 2024 8:21 PM

To: Tesla Stone <tstone@jcl-lawfirm.com>

Subject: Thank you for your Proposed Settlement Submission

09/18/2024 08:21:45 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of

Labor and Workforce Development Agency

Website: https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Ffloridabar.org%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7CTstone%40jcl-lawfirm.com%7C592ee58b9a104ed4d71908dcd85a3f85%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638623129416850085%7CUnknown%7CTWfpbgZsb3d8e

EXHIBIT D

EXHIBIT E

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

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

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

Education:

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

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

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

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

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

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

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

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