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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,

vs.

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

Defendants.

CASE NO. 34-2023-00336866

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF MOTION FOR
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 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, lead counsel
3 of record for Plaintiff GRETA BARTEK (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of the matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff’s Motion for Preliminary
7 Approval of Class and PAGA Action Settlement (“PAGA”) action with Defendant THE
8 COMPUTER MERCHANT, LTD., (“Defendant”); (2) approving the form and method for
9 providing class-wide notice; (3) directing that notice of the proposed settlement be given to the
10 class; and (4) scheduling a final approval hearing date to consider Plaintiff’s motion for final
11 approval of the settlement and entry of the Judgment, and Plaintiff’s motion for approval of
12 attorneys’ fees and litigation expenses. Attached hereto as Exhibit #1 is a copy of the fully executed
13 Stipulation of Settlement of Action Claims and Release of Claims (“Agreement”) along with
14 exhibits thereto. This Declaration incorporates by reference the definitions in the Agreement, and
15 all terms defined therein shall have the same meaning as set forth in the Agreement.

16 **Fairness of Settlement**

17 3. As consideration for this Settlement, the total amount to be paid by Defendant is
18 Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000) (the “Gross Settlement
19 Amount”). The Gross Settlement amount will settle all issues pending in this litigation between the
20 Plaintiff and the Class, on the one hand, and the Defendant, on the other hand, including: payment
21 of all Individual Settlement Payments to Settlement Class Members, the Service Award, Attorneys’
22 Fees and Attorney’s Expenses, the payment to the California Labor Workforce Development
23 Agency and PAGA Class Members, and the expenses of the Settlement Administrator. The Gross
24 Settlement Amount does not include Defendant’s share of employer payroll taxes. The Settlement
25 is all-in with no reversion to Defendant and no need to submit a claim form.

26 4. The relief provided in the Settlement will benefit all Class Members who do not opt
27 out. The Settlement does not improperly grant preferential treatment to the Plaintiff or segments of
28 the Class in any way. Each Class Member will be entitled to a cash payment based on the plan of

1 allocation described herein. Each Settlement Class Member's Individual Settlement Payment will
2 be determined based upon the weeks worked by that employee during the prescribed Class Period.

3 5. The Parties scheduled a private mediation to take place before Judge Carl West
4 (Ret.), a respected jurist and an experienced mediator of wage and hour class and PAGA actions.
5 In preparation for the mediation, Defendant produced Plaintiff's personnel file including her check
6 history register, emails regarding onboarding, employment agreement, guidelines and expectations,
7 offer letter, placement record and time sheets. Defendant also produced 100% of the payroll data
8 for 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-exempt
11 Workers, Arbitration Agreement, The Computer Merchant Subcontractor Time Reporting Policy,
12 Second Meal break Waiver, Plaintiff's earning statements, written weekly project time logs for class
13 members, time records for class members, relevant emails regarding schedules for class members,
14 Gainwell work schedules, and Gainwell Time sheets for class members. a significant sample of
15 payroll records, as well as other relevant policies and agreements to Class Counsel to review and
16 analyze. Plaintiff analyzed the data with the help of an expert, Berger Consulting Group ("BCG")
17 and prepared and submitted a mediation brief. On March 25, 2024, the Parties participated in
18 mediation presided over by Judge Carl West (Ret.), a respected jurist and an experienced mediator
19 of wage and hour class and PAGA actions. At the conclusion of the mediation, the Parties accepted
20 a Mediator's settlement proposal, which was subsequently memorialized in the form of a
21 Memorandum of Understanding. Thereafter, the Parties documented the agreement in the form of
22 a Settlement Agreement, which was signed by the Parties and is now presented to this Court for
23 preliminary approval. Plaintiff and Class Counsel believe that this Settlement is fair, reasonable,
24 and adequate.

25 6. Defendants' total exposure for the alleged violations at the time this Settlement was
26 negotiated was calculated by BCG, Plaintiff's damage expert. Plaintiff used BCG to analyze the
27 data and determine the potential damages for the employees. For the Class, Plaintiff estimates that
28 Defendant was subject to maximum liability for damages in the amount of \$1,126,858, consisting

of \$275,064 for unpaid wages, \$396,522 for rest periods, \$396,522 for meal periods, and \$58,750 for unreimbursed expenses. In addition, Plaintiff's expert calculated \$1,353,960 in waiting time penalties and \$180,050 for wage statement penalties.¹ Finally, Plaintiff's expert calculated that Defendant could be liable for PAGA penalties in an amount of \$907,500.² Consequently, the Settlement of \$250,000 represents approximately 22.2% of the maximum estimated *damages*, and 9.4% of the maximum combination of damages and waiting time and wage statement penalties to the Class, assuming all of these amounts could be proved at trial. Given the amount of the Settlement as compared to the potential value of claims in this case, the Settlement is fair and reasonable. Clearly, the goal of this litigation – to provide compensation to Class Members for unpaid time and for allegedly missed meal and rest breaks – has been met.

Procedural History of the Litigation

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

8. 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

¹ While Plaintiff alleged claims for statutory penalties, she recognizes that this claim is subject to various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and various PAGA penalties are also subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on claim for failure to provide accurate itemized wage statements "because a good faith dispute exists... [therefore, defendant] was not 'knowing and intentional' in failing to provide [Section 226] statements").)

² Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by Defendant, including that Class Members may not be able to recover subsequent penalties until, at a minimum, Plaintiff provided PAGA notice. (*See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a "violation" subject to penalties.").) In addition, Plaintiff recognizes that PAGA claims bear some risk. (*See Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018).) In *Carrington*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. (*Id.* at 517.)

1 IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
2 Code § 226; and (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
3 202 and 203.

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

7 10. Plaintiff seeks to represent a putative class of all non-exempt employees who worked
8 for Defendant The Computer Merchant, Ltd., in California at any time during the period beginning
9 March 24, 2019, to May 25, 2024, (the “Class Members”). The Complaint generally alleges the
10 causes of actions listed above. The Action seeks unpaid wages, statutory and PAGA penalties,
11 attorneys’ fees, and litigation costs³.

12 11. Plaintiff also seeks to represent a PAGA group of Aggrieved Employees which is
13 comprised of all non-exempt employees who worked for Defendant The Computer Merchant, Ltd.,
14 in California (“Aggrieved Employees”) during the period of March 23, 2022, to May 25, 2024, (the
15 “PAGA Period”).

16 12. Prior to mediation, Class Counsel investigated the facts relevant to the Action,
17 including conducting an independent investigation as to the allegations, reviewing documents and
18 information exchanged through informal discovery, and reviewing documents and information
19 provided by Defendant pursuant to informal requests for information to prepare for mediation. As
20 part of this process, Defendant produced Plaintiff’s personnel file including her check history
21 register, emails regarding onboarding, employment agreement, guidelines and expectations, offer
22 letter, placement record and time sheets. Defendant also produced 100% of the payroll data for 166
23 class members; and 103 pages of relevant documents including Subcontractor travel and expense
24 reimbursement policies, Gainwell California meal and rest period policies, Frequently asked
25 questions, The Computer Merchant California Meal and Rest Period Policy for Non-exempt
26 Workers, Arbitration Agreement, The Computer Merchant Subcontractor Time Reporting Policy,
27

28 ³ Plaintiff will provide a lodestar analysis for the fees and supporting evidence of the costs with the
final approval papers.

1 Second Meal break Waiver, Plaintiff's earning statements, written weekly project time logs for class
2 members, time records for class members, relevant emails regarding schedules for class members,
3 Gainwell work schedules, and Gainwell Time sheets for class members. a significant sample of
4 payroll records, as well as other relevant policies and agreements to Class Counsel to review and
5 analyze.

6 13. On March 25, 2024, the Parties participated in mediation presided over by Judge
7 Carl West (Ret.), a respected jurist and an experienced mediator of wage and hour class and PAGA
8 actions. At the conclusion of the mediation, the Parties accepted a Mediator's settlement proposal,
9 which was subsequently memorialized in the form of a Memorandum of Understanding. Thereafter,
10 the Parties documented the agreement in the form of a Settlement Agreement, which was signed by
11 the Parties and is now presented to this Court for preliminary approval.

12 14. Accordingly, for purposes of this Settlement, the "Class" is defined as **"all non-**
13 **exempt employees who worked for Defendant The Computer Merchant, Ltd., in California**
14 **at any time during the Class Period"** (Agreement at ¶ I(E).) The Class Period is the period of
15 time from **March 24, 2019, to May 25, 2024.** (See Agreement at ¶ I(I).)

16 15. Although a resolution has been reached, Defendant denies any liability or
17 wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages,
18 damages and penalties claimed by the Class Representative, alleged in the Operative Complaint,
19 and/or alleged in the Class Representative's PAGA notices to the LWDA are owed, and further
20 contend that, for any purpose other than settlement, the Action is not appropriate for class or
21 representative action treatment. Defendant contends, among other things, that at all times it
22 complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.
23 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends
24 that the Action is appropriate for class certification on the basis that Plaintiff's claims meet the
25 requisites for class certification. Without admitting that class certification is proper, Defendant has
26 stipulated that the above Class may be certified for settlement purposes only. The Parties agree that
27 certification for settlement purposes is not an admission that class certification would be proper if
28 the class certification issues were litigated. Further, the Agreement is not admissible in this or any

1 other proceeding as evidence that the Class could be certified absent a settlement. Solely for
2 purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing
3 class certification with respect to the Class, as defined above, are satisfied.

4 16. Class Counsel has conducted a thorough investigation into the facts of the action.
5 Class Counsel has diligently evaluated the Class Members' claims against Defendant. Prior to the
6 mediation, counsel for Defendant provided Class Counsel with access to the necessary data and
7 information to evaluate the claims by the Class. Class Counsel reviewed the production of
8 documents from the Defendant and conducted an extensive review of payroll data and policies with
9 the assistance of an expert (Berger Consulting Group ("BCG")). Based on the foregoing and their
10 own independent investigation, evaluation and experience, Class Counsel believes that the
11 Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
12 known facts and circumstances, including the risk of significant delay, defenses asserted by
13 Defendant, and potential appellate issues.

14 **Settlement Terms and Plan of Allocation**

15 17. The Gross Settlement Amount to be paid by Defendant is Two Hundred and Fifty
16 Thousand Dollars and Zero Cents (\$250,000.00). Under the Settlement, the Gross Settlement
17 Amount consists of the following elements: (1) the Individual Settlement Payments to Class
18 Members, (2) the Attorneys' Fees and Attorneys' Expenses, (3) Administration Costs, (4) the
19 PAGA Settlement, and (5) the Service Award to the Plaintiff. The Gross Settlement Amount does
20 not include Defendant's share of employer payroll taxes, which Defendant shall pay to the
21 Administrator separately. The Gross Settlement Amount shall be all-in with no reversion to
22 Defendant.

23 18. After Final Approval and the Judgment becomes final (the "Effective Date" as
24 defined in the Agreement), Defendant will fund the Gross Settlement Amount. No later than fifteen
25 (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will
26 pay: the Settlement Class Members their Individual Settlement Payments and the PAGA Class
27 Members their PAGA Class Member Payments, Class Counsel their Attorneys' Fees and Attorneys'

1 Expenses; the LWDA its share of the PAGA Settlement; and the Settlement Administrator its
2 Administration Costs, all in the amounts approved by the Court.

3 19. The Net Settlement Amount shall equal the net amount available for Individual
4 Settlement Payments to Settlement Class Members from the Gross Settlement Amount after
5 deducting the Court-approved amounts for the Service Award, the Attorneys' Fees and Attorneys'
6 Expenses, the PAGA Settlement, and the Administration Costs. The Settlement Administrator will
7 pay an Individual Settlement Payment from the Net Settlement Amount to each Settlement Class
8 Member. The submission of a claim form is not required for the Settlement Class Member to be
9 paid his or her Individual Settlement Payment. The Individual Settlement Payment for each
10 Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total
11 number of workweeks worked by all Settlement Class Members during the Class Period and then
12 multiplying that amount (the "Payment Ratio") by the total number of workweeks worked by each
13 Settlement Class Member during the Class Period. The entire Net Settlement Fund shall be
14 distributed.

15 20. Class Members will have forty-five (45) days after the mailing of the Notice Packet
16 to exclude themselves or submit written objections by following the directions in the Notice Packet.
17 (Agreement at ¶ I(HH).) All Class Members who do not "opt out" will be deemed Settlement Class
18 Members and will be bound by the Settlement. The Notice will advise the Class Members of their
19 right to object to the Settlement. (Agreement at ¶ III(L)(2)(a).)

20 21. If a check is returned to the Settlement Administrator, the Settlement Administrator
21 will make all reasonable efforts to obtain a correct address for the Settlement Class Member and re-
22 mail the check to the Settlement Class Member at his or her correct address. If a Settlement Class
23 Member's Individual Settlement Payment check is not cashed within 180 days after the Settlement
24 Administrator's last mailing to the Settlement Class Member, the funds from such uncashed checks
25 will be transmitted to Koinonia Family Services pursuant to California Code of Civil Procedure
26 section 384. (Agreement at ¶ III(M)(8).)

27 22. The Parties have agreed to use Apex Class Action, LLC, as the Settlement
28 Administrator. Payment of the expenses of the Settlement Administrator from the Gross Settlement

1 Amount shall be made for the expenses of effectuating and administering the Settlement. The
2 Settlement Administrator shall receive payment for services estimated at \$7,990.00.

3 23. Subject to Court approval, the Agreement provides for Attorneys' Fees not to exceed
4 1/3 of the Gross Settlement Amount and Attorneys' Expenses up to \$25,000.00. (Agreement at ¶
5 I(G).) In support of this request, Class Counsel will provide evidence, including lodestar method
6 calculations at the time of Final Approval. Subject to Court approval, the Agreement provides for
7 payment of a Service Award of no more than \$7,500.00 for Plaintiff or such lesser amount as may
8 be approved by the Court at Final Approval.⁴

9 24. Subject to Court approval, \$10,000.00 will be paid for settlement of civil penalties
10 under PAGA, Labor Code Section 2698 *et seq.* Pursuant to the requirements of Labor Code
11 §2699(i), the PAGA Settlement shall be allocated \$7,500.00 (75%) to the LWDA (the "LWDA
12 Payment") as the LWDA's share of the settlement of civil penalties and \$2,500.00 (25%) for
13 distribution to the Aggrieved Employees. (Agreement at ¶ III(M)(11).)

14 **Risks of Continued Litigation and Standards for Approval**

15 25. Plaintiff and Class Counsel recognize the expense and time involved in continuing
16 to litigate and ultimately trying the Action against Defendant through possible appeals which could
17 take several years. Class Counsel have also taken into account the uncertain outcome and risk of
18 litigation, especially in complex actions such as the one here. Class Counsel are also mindful of,
19 and recognize, the inherent problems of proof under, and asserted defenses to, the claims asserted
20 in the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
21 Settlement set forth in the Agreement is in the best interest of the Class Members.

22 26. Here, a number of defenses asserted by Defendant presented serious threats to the
23 claims of the Plaintiff and the other Class Members. For instance, Defendant asserted that the
24 employment practices complied with all applicable Labor Laws.

25
26
27 ⁴ Plaintiff will address the reasonableness of this award when filing her final approval papers,
28 including the enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App.
4th 1251 (2015) and *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785 (2009).

1 27. Specifically, Defendant argued that the Supreme Court decision in *Brinker v.*
2 *Superior Court*, 53 Cal. 4th 1004 (2012) weakened, if not eliminated, Plaintiff's claims, on liability,
3 value, and class certifiability as to the meal and rest period claims. A major component of the
4 damages alleged to have been suffered by the Class Members are attributed to missed meal and rest
5 breaks. Before and during the mediation, Defendant aggressively argued that Defendant's policies
6 and culture afforded the Class Members an opportunity to take timely meal and rest breaks, and that
7 employees like the Plaintiff *chose* not to take compliant breaks. Defendants argued, therefore, that
8 under the *Brinker* decision they have no liability for the missed breaks whatsoever. Defendants
9 argued that they adopted and strictly enforced lawful policies, and afforded Plaintiff and the Class
10 Members compliant meal and rest breaks. If successful, these defenses could eliminate or
11 substantially reduce any recovery to the Class. While Plaintiff believes that these defenses, and
12 others, could be overcome, Defendant maintains these defenses have merit and therefore present a
13 serious risk to recovery for the Class.

14 28. There was also a significant risk that, if the Action was not settled, Plaintiff would
15 be unable to obtain class certification and thereby not recover on behalf of any employee other than
16 herself. Defendant argued that the individual experience of each employee varied with respect to
17 the alleged claims. While other cases have approved class certification of wage and hour claims,
18 class certification in this action would have been hotly disputed and was by no means a foregone
19 conclusion. Finally, even if class certification was successful, as demonstrated by the California
20 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
21 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

22 29. Here, the risk of further litigation is substantial. After arm's-length negotiations
23 between experienced and informed counsel, the Parties recognized the potential risks and agreed on
24 the Settlement.

25 30. This settlement is therefore certainly entitled to preliminary approval. Were this
26 case to go to trial, the class representatives and other Class Members would need to prove to the
27 satisfaction of the Court, among other things, that wages and other damages were owed on a class-
28 wide basis. This was and is a substantial risk.

1 31. Plaintiff will apply to the Court for a Service Award in consideration for her service,
2 and for the risks undertaken on behalf of the Class. (Agreement at ¶ III(M)(9).) Plaintiff performed
3 her duties admirably by working with Class Counsel. The requested Plaintiff's service payment is
4 within the accepted range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier*
5 *l Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where
6 average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S.
7 Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member
8 recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp*, 2007 U.S. Dist. LEXIS 14740, 2007 WL
9 671334 (D. Or. 2007) (approving award of \$10,000 where class member recoveries were as little as
10 \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06,
11 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
12 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. 2007) (awarding \$25,000 service award in
13 overtime class action and a pool of \$100,000.00 in enhancements). As explained in *Glass v. UBS*
14 *Financial Services, Inc.*, service awards are routinely awarded to class representatives to
15 compensate the employees for the time and effort expended on the case, for the risk of litigation,
16 for the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate
17 the statutory rights of all employees. 2007 WL 221862 at *16-17.

18 32. The stage of the proceedings at which this Settlement was reached also militates in
19 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
20 conducted a thorough investigation into the facts of the class action. Class Counsel began
21 investigating the Class Members' claims before this action was filed. Prior to the mediation, Class
22 Counsel performed significant review and analysis of Defendant's documents and pay records.
23 Class Counsel engaged in thorough research and analysis of the relevant claims and data. Class
24 Counsel is also experienced with the claims at issue here, as Class Counsel previously litigated and
25 settled similar claims in numerous other actions. Accordingly, the Settlement did not occur until
26 Class Counsel possessed sufficient information to make an informed judgment regarding the
27 likelihood of success on the merits and results that could be obtained through further litigation.
28

1 33. Based on the foregoing data and their own independent investigation and evaluation,
2 Class Counsel is of the opinion that the settlement with Defendant for the terms set forth in the
3 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
4 known facts and circumstances, including the risk of significant delay, defenses asserted by
5 Defendants and numerous potential appellate issues. There can be no doubt that Counsel for both
6 Parties possessed sufficient information to make an informed judgment regarding the likelihood of
7 success on the merits and the results that could be obtained through further litigation.

8 **Class Certification Issues**

9 34. Plaintiff contends that the proposed Settlement meets all the requirements for class
10 certification under the California Code of Civil Procedure section 382 as demonstrated below, and
11 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
12 should conditionally certify the Class for settlement purposes only, defined as follows: all non-
13 exempt employees who worked for Defendant The Computer Merchant, Ltd., in California at any
14 time during the Class period. “Class Period” means the period beginning March 24, 2019, to May
15 25, 2024. (Agreement at ¶I(I).) Defendant estimated at the time of mediation the number of work
16 weeks during the Class Period to be approximately 4,356. (Declaration of Keelia K. Lee “Decl.
17 Lee” at ¶ 4.)

- 18 a. **Numerosity** – Here, the approximately 166 current and former employees that
19 comprise the Class are sufficiently numerous for class certification. All of these
20 employees are ascertainable because the Class Members can be readily
21 determined through examination of Defendant’s employment files.
- 22 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions
23 of law and fact are present. Specifically: (i) whether Defendant failed to pay
24 Class Members for all hours worked; (ii) whether Defendant failed to provide
25 meal and rest periods to Class Members; (iii) whether Defendants failed to timely
26 furnish accurate, itemized and legal wage statements; (iv) whether Defendant
27 subjected Class Members to unfair business practices; and (v) whether
28 Defendant are liable for attorneys’ fees and costs.

1 c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement
2 is fully satisfied. Plaintiff, like every other member of the Class was employed
3 by Defendant and is a member of the Class. Plaintiff was subject to the same
4 employment practices, meal and rest periods, and received similar wage
5 statements. Thus, the claims of the Plaintiff and the Class Members arise from
6 the same course of conduct by the Defendant, involve the same employment
7 policies, and are based on the same legal theories.

8 d. **Adequacy** – Plaintiff contends that the Class Members are adequately
9 represented here because Plaintiff and representing counsel (a) do not have any
10 conflicts of interest with other class members, and (b) will prosecute the case
11 vigorously on behalf of the class (*See Hanlon* 150 F.3d at 1020). Plaintiff is well
12 aware of her duties as a representative of the Class and has actively participated
13 in the prosecution of this case to date. First, Plaintiff effectively communicated
14 with Class Counsel, provided documents to them and participated in
15 investigation and negotiations in the Action. Second, Plaintiff retained
16 competent counsel who are experienced in employment class actions. Third,
17 there is no antagonism between the interests of the Plaintiff and those of the
18 Class. Both the Plaintiff and the Class Members seek monetary relief under the
19 same set of facts and legal theories

20 35. Class Counsel are experienced in prosecuting class action lawsuits and can
21 competently represent the Class. Attorneys from both Class Counsel's firms have extensive class
22 litigation experience, handling a number of class action and complex commercial cases and have
23 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
24 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
25 and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as
26 class counsel in over two hundred class action matters, including many wage and hour class actions.
27 Class Counsel have been found to be adequate counsel by the courts throughout California. A true
28 and correct copy of the resumes of the firms comprising Class Counsel are attached hereto as

1 **Exhibit #2** and the concurrently filed Declaration of Jean-Claude Lapuyade. Class Counsel have
2 been approved as experienced class counsel in both state and federal courts in California in
3 contested class certification proceedings. Thus, the adequacy requirement is satisfied.

4 36. The Notice Packet, drafted jointly and agreed upon by the Parties through their
5 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
6 A to the Agreement.) The Notice Packet will state that the Class Members shall have forty-five (45)
7 days from the date that the Notice Packet is mailed to them to request exclusion or to submit an
8 objection. The Class Members will be given an opportunity to object to the terms of the Agreement
9 and/or the request for attorneys' fees and costs and to participate at the final approval hearing, in
10 accordance with the instructions set forth in the Notice Packet. Class Members will be instructed to
11 only contact the Settlement Administrator and/or Class Counsel and not the Court. Class Members
12 who do not opt out will automatically receive an Individual Settlement Payment. This notice
13 program was designed to meaningfully reach the Class Members and advise them of all pertinent
14 information concerning the Settlement. The mailing and distribution of the Notice Packet satisfies
15 the requirements of due process, is the best notice practicable under the circumstances, and
16 constitutes due and sufficient notice to all persons entitled thereto. The Notice Packet provides
17 information on the terms and provisions of the Settlement; the benefits that the Settlement provides
18 for Class Members; the date, time, and place of the final settlement approval hearing; and the
19 procedure and deadline for submitting comments, objections, and requests for exclusion. The Notice
20 Packet complies with Rules of Court 3.766 and 3.769(f).

21 **Additional Issues**

22 37. **Average Class Member Payment** – Should the Court approve the above
23 distributions, the Net Settlement Amount is estimated to be \$116,176.67, which means that the
24 average payment to a Class Members is approximately \$699.86.

25 38. **National Change of Address** – The Settlement Administrator is required to perform
26 a National Change of Address upon receipt of the Class Data. Any Notice Packet returned by the
27 U.S. Postal Service as non-deliverable will be re-mailed to the Class Member's forwarding address
28 under paragraph III(L)(4) of the Class Action Settlement Agreement.

1 **39. Valuation of Damages** – For the Class, Plaintiff estimates that Defendant was
2 subject to maximum liability for damages in the amount of \$1,126,858, consisting of \$275,064 for
3 unpaid wages, \$396,522 for rest periods, \$396,522 for meal periods, and \$58,750 for unreimbursed
4 expenses. In addition, Plaintiff’s expert calculated \$1,353,960 in waiting time penalties and
5 \$180,050 for wage statement penalties.⁵ Finally, Plaintiff’s expert calculated that Defendant could
6 be liable for PAGA penalties in an amount of \$907,500.⁶ Consequently, the Settlement of \$250,000
7 represents approximately 22.2% of the maximum estimated *damages*, and 9.4% of the maximum
8 combination of damages and waiting time and wage statement penalties to the Class, assuming all
9 of these amounts could be proved at trial.

10 **a. Minimum and Overtime Wages** – The allegation of unpaid wages in this
11 case, including minimum and overtime wages, is based on a theory that
12 Plaintiff was not compensated for time spent working during what was
13 supposed to be their off-duty meal periods. According to the data received
14 and assumptions made by Class Counsel, the potential damages were
15 estimated to be \$275,064.

16 **b. Meal and Rest Period Damages** – Plaintiff calculated the potential
17 maximum value of the meal and rest break damages to be \$793,044. The
18 allegation of unpaid meal break and rest break premiums in this case is based
19 on a theory that Class Members were unable to take a compliant break on a
20

21 ⁵ While Plaintiff alleged claims for statutory penalties, she recognizes that this claim is subject to various defenses
22 asserted by Defendant. Plaintiff’s claims pursuant to Labor Code Section 226 and various PAGA penalties are also
23 subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed
24 given Defendant’s position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda*
Holdings, Inc., 2008 WL 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant’s motion for summary judgment
25 on claim for failure to provide accurate itemized wage statements “because a good faith dispute exists... [therefore,
26 defendant] was not ‘knowing and intentional’ in failing to provide [Section 226] statements”).)

27 ⁶ Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by Defendant, including that
28 Class Members may not be able to recover subsequent penalties until, at a minimum, Plaintiff provided PAGA notice.
(*See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008) (“Until the employer has been notified that it is
violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer
cannot be presumed to be aware that its continuing underpayment of employees is a “violation” subject to penalties.”).)
In addition, Plaintiff recognizes that PAGA claims bear some risk. (*See Carrington v. Starbucks Corp.*, 30 Cal. App.
5th 504 (2018).) In *Carrington*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the
maximum PAGA penalty amount by 90%, citing the employer’s good faith attempt at complying with the law. (*Id.* at
517.)

1 consistent basis. Defendant presented significant defenses to this claim, as
2 discussed in detail above.

3 **c. Mandatory Business Expenses** – The allegation of unreimbursed business
4 expenses is based on a theory that Plaintiff was required to incur out-of-
5 pocket costs for the use of their personal cell phone and the use of their home
6 internet. Accordingly, the damages were estimated to be \$58,750.

7 **d. Waiting Time and Wage Statement Penalties** – Plaintiff alleged that
8 Defendant’s labor code violations resulted in derivative liability for wage
9 statement violations and waiting time penalties. Plaintiff’s expert calculated
10 \$1,353,960 in waiting time penalties and \$180,050 for wage statement
11 penalties. Because the instant case relies largely on meal break and rest break
12 violations, Section 203 and 226 penalties were far from guaranteed.
13 Additionally, pursuant to the recent ruling in *Naranjo v. Spectrum Security*
14 *Services, Inc.* (2023) 88 Cal.App.5th 927, Defendant argued Plaintiff could
15 not prove the “willful” prong needed to obtain waiting time penalties or that
16 Class Members suffered “an injury” because of wage statement violations,
17 as required by the Labor Code.

18 **e. PAGA Penalties** PAGA penalty calculations are highly variable. Class
19 Counsel is unaware of any PAGA judgment in which substantial PAGA
20 penalties were awarded at the full statutory rate, rather, the PAGA judgments
21 have typically decreased the amount of the per violation penalty to a fraction
22 of the statutory amount. Without reducing or mitigating the PAGA penalties,
23 Plaintiff calculated that the potential PAGA penalties at the maximum rate
24 of \$907,500. Though these PAGA penalty amounts were duplicative and
25 were likely not awardable at the maximum rate, there is an additional basis
26 for concluding that the settlement in this case is reasonable even with PAGA
27 penalties in this amount. Specifically, PAGA penalties are not seriously
28 valued by employers for purposes of settlement. This is true because PAGA

1 penalty claims are routinely settled at a small fraction of the potential
2 penalties. For example, Judge Nelson in Price v. Uber Technologies, (Los
3 Angeles Superior Court case no. BC554512), approved a PAGA settlement
4 of \$7.75 million for 1.5 million drivers where the maximum PAGA liability
5 was \$151 billion. Thus, the PAGA penalties were settled for 0.005% of the
6 PAGA liability. Notably, this was the largest PAGA settlement in the
7 15-year history of PAGA. So, while PAGA penalty figures may be inflated
8 to significant numbers, realistic settlements of PAGA claims result in a
9 settlement amount of less than 1% of the PAGA liability.

10 **f. Notice to LWDA.** On September 18, 2024, at the time this motion was
11 submitted for filing, my office submitted a copy of the fully executed
12 settlement agreement to the LWDA through its online filing system and
13 received an email confirming the submission of the proposed settlement.
14 (See Exhibit 3.)

15 I declare under penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed this 18th day of September 2024, at San Diego, California.

17 By: 
18 Shani O. Zakay
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

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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

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

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

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

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

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

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

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

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

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

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

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

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

III. TERMS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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)

4 GRETA BARTEK

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

6
7 DATED: 8/29/2024


THE COMPUTER MERCHANT, LTD.

9 John R. Danieli

10 Printed Name

11 President & CEO

12 Title

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

6 Attorneys for Plaintiff and the Settlement Class
7 Members
8

9 DATED: 08/29/2024

ZAKAY LAW GROUP, APLC

10 By: 
11

12 Attorneys for Plaintiff and the Settlement Class
13 Members

14 DATED: 08.29.24

JACKSON LEWIS, P.C.

15 By: 
16

17 Nathan W. Austin, Esq.
18 Keelia K. Lee, Esq.
19 Attorneys for Defendant
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21
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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 2

Zakay Law Group, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Fax: (858) 404-9203

1. Firm Practice Areas:

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

2. Attorney Shani O. Zakay Biography:

• PRACTICE AREAS

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

• BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

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

• PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

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

Partner, January 2012 – March 2018

• EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

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

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

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

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

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

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. Attorney Jackland K. Hom Biography:

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

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

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

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

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. **Attorney Julieann Wysocki (Alvarado) Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA

Trial Attorney, January 2021 – December 2021

- **EDUCATION**

UNIVERSITY OF SAN DIEGO SCHOOL OF LAW, San Diego, CA

Juris Doctor, *cum laude*, May 2020

Honors: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)

CALI Excellence for the Future Award: Legal Writing and Research I

Activities: President of External Affairs, Consumer Attorneys of USD

Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

Honors: Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

5. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

- **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

6. **Attorney Rachel Newman Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, November 2023 – present

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *April 2023*

UNIVERSITY OF OREGON, Eugene, OR

Bachelor of Arts: Political Science: 2020

7. **Lead Counsel – Class Action and/or Representative Cases:**

1. **Hubscher v. Bodyspirit, LLC**

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. **Henry v. InMotion Entertainment Group, LLC**

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

7. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

8. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

9. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

10. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

11. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

12. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

13. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

15. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

16. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

17. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

18. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

19. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

20. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	In Litigation

21. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

22. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

23. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

24. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

25. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

26. Perseus Porras v. Tantalum Restaurant

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

27. Nicholas Leon v. Miller Event Management

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

28. Aaris Watts v. TRL Systems

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

29. Johnathan Roa v. Otay Mesa Sales

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

30. Jonathan Mitchell v. Mack Trucking

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

31. Richard Jer Vang v. Bridge Property Management

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

32. Madison Marrero v. Stat Med

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

33. Brian Reyes v. Stowasser Buick-GMC

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

34. Erik Foss v. Anderson Hospitality, Inc.

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

35. Griselda Duran v. EmployBridge

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

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

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

38. Thomas Haven v. California Vocations, Inc.

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

39. Estefania Renteria v. Love's Country

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

40. Rachel Latin v. OneMain General Services Corp.

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

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

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

42. Jie Xu v. HT Multinational

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

43. Yvette Molina v. Hawaiian Airlines

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

44. Reinald Pillsbury v. T & T Restaurants CA

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

45. Luis de Jesus v. Guardian Angel Home Care

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

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

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

47. Gabriel Mendez v. Bondz, Inc.

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

48. James Conley v. Siskiyou Forest Products

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

49. Alex Castellanos v. Southwest Patrol

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

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705

Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

52. Elias Kaser v. Aviation Consultants, Inc.

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

53. Christopher Chacon v. Panda Motors, Inc.

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

54. Willie Lang v. Pathways

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

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

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

56. Daniel Jacobs v. Rush Media Company

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

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero

Status	Settled
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58. Sukhraj Kaur v. ACES 2020, LLC

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

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

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

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

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

62. Nicolas Neutall v. Urban Alchemy

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

63. Courteney Arneson v. Bahn Thai, Inc.

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

64. Traci Pollinger v. Hoehn Motors, Inc.

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

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

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

66. Shasta Collins v. Hilton Management, LLC

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

67. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

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

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

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

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

71. David Ezell v. Diab Leasing, Inc.

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

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

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

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

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

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

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

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

76. Isaiah Davis v. RPM Juice, Inc.

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

77. Jose Garcia v. Ferma Greenbox

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

78. Brittney Jones v. ASD6

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

Status	Settled
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79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

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

82. Emily Tolosa v. Kensington Redwood City, LLC

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

83. Gabriel Guzman v. Vulcan Materials Company

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

84. Cristal Rodriguez v. EAH , Inc.

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

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703

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

86. Omar Vejar v. Fineline Woodworking, Inc.

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

87. Claudia Nunez v. The Whole Child

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

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

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

89. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

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

91. James Aguilar v. T & K

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

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

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

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

94. Joe Moreno v. Rambo, LLC.

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

95. Norman Respass v. The Scion Group

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

96. Devin Terrell v. KaiserAir

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

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

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

98. Dante Henderson v. Bizon Group, Inc.

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

99. Noemy Flores v. Aven Group, Inc.

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

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

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

101. Ricardo Rodriguez v. Employbridge

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

102. Amanda Patterson v. RCSH Operations, Inc.

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

103. Tyra Toler v. Total Testing Solutions LLC

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

104. Juanita Allen v. Nissan of Stockton

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

105. Paola Villalvazo v. SK Market Inc.

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

106. Luke Delacruz v. Walmart (Bonobos)

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

107. Powell v. Core Community Organized Relief Effort

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

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

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

109. Alisa Alvarez v. SLO Arches, Inc.

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

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

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

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

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

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

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

113. Maria Tabarez v. Alta Hospitals System LLC

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

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

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

116. Veronica Maravilla v. Venus Et Fleur, LLC

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

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

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

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

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

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

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

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

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

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

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

122. Marquan Nesbitt v. Autonomous, Inc.

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

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

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

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

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

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

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

126. Jeannete Gomes v. Homeaglow Inc.

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

127. Alan Carrillo Rodriguez v. Titan Workforce

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

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

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

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

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

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

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

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

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

132. John Schilder v. Tenderloin Neighborhood Development Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

139. Brennan Howard v. Koulax Enterprises

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

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

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

141. Kaliyah Martin v. Blend Labs et al.

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

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

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

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

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

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

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

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

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

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

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

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

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

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

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

EXHIBIT 3