

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

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

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

JOSE RUELAS, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

SEA WEST SERVICES LLC, a California
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No. 23CV038585

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

Date: November 12, 2024

Time: 1:30 p.m.

Reservation ID: 534837948725

Judge: Hon. Noël Wise

Dept.: 21

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

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

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

9 **I. EXHIBITS**

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

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

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
18 administration submitted by Apex Class Action LLC in the amount of \$3,500.

19 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm, APC's
20 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
21 Class Counsel.

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.

25
26 ¹ On July 27, 2023, Plaintiff filed the operative complaint which named Sea West Services LLC as a Defendant. On
27 November 8, 2023, Defendant Sea West Coast Guard Federal Credit Union filed an Answer to the operative complaint and
28 stated that it was erroneously sued as Sea West Services LLC. On January 16, 2024, Plaintiff filed an Amendment to the
operative complaint to add Sea West Coast Guard Federal Credit Union as a DOE Defendant. No later than sixty (60) days
of the Court's entry of the order granting final approval of this Settlement, Plaintiff will move to dismiss Defendant Sea
West Services LLC. Defendant Sea West Services LLC is encompassed in the definition of Released Parties as provided in
the Agreement.

1 The Settlement confers substantial benefits to the Class. The relief offered by the Settlement is
2 particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
3 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
4 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
5 denied or of Defendant prevailing at trial. Given that there are approximately 84 Class Members, *the*
6 *average gross recovery is approximately \$1,759.92* (Net Settlement Amount divided by Class
7 Members).

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

13 **III. FACTS AND PROCEDURE**

14 **A. Overview of the Litigation**

15 9. Defendant is a credit union that provides banking services in the state of California,
16 including in the county of Alameda, where Plaintiff worked. This action asserts claims on behalf of
17 Defendant's current and former non-exempt employees employed in California. Plaintiff worked for
18 Defendant as a non-exempt employee in California between August of 2021 to January of 2023. At all
19 times during his employment, Plaintiff was paid an hourly wage and was entitled to legally compliant
20 meal and rest periods. Throughout his employment, Plaintiff was subject to Defendant's written policies
21 and procedures.

22 10. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
23 furnish accurate itemized wage statements, failed to provide compliant meal and rest periods, failed to
24 pay overtime and sick pay at the correct regular rate of pay, failed to reimburse for mandatory business
25 expenses, and failed to pay all wages when due. Defendant forcefully denies liability for each of
26 Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment
27 laws and raised several other significant defenses to Plaintiff's claims, including but not limited to,
28

1 compliant meal and rest period policies, compliant wage statements, and timely payment all wages due
2 upon separation of employment.

3 11. On May 12, 2023, Plaintiff served Defendant Sea West Services LLC and the Labor and
4 Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s
5 PAGA Notice set forth the facts and theories supporting Defendant Sea West Services LLC’s alleged
6 violations of various provisions of the California Labor Code and applicable Industrial Welfare
7 Commissions (“IWC”) Wage Order and of his intent to pursue claims under California Labor Code
8 Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq (“PAGA”).

9 12. On July 17, 2023, Plaintiff filed a Class and Representative Action Complaint in the
10 Alameda Superior Court, Case No. 23CV038585 (“Action”). The Action alleged ten causes of action
11 for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2)
12 Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and 1197.1; (3)
13 Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 et seq.; (4) Failure to
14 Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide
15 Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Provide Accurate
16 Itemized Wage Statements in Violation of Cal. Lab. Code §226; (7) Failure to Provide Wages When
17 Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees for
18 Required Expenses in Violation of Cal. Lab. Code § 2802; (9) Unpaid Sick Pay in Violation of Cal.
19 Lab. Code §246; and (10) Violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq.].

20 13. On July 17, 2023, Defendant filed an Answer to Plaintiff’s Class and Representative
21 Action Complaint and represented that it was erroneously sued as Defendant Sea West Services LLC.

22 14. On January 16, 2024, Plaintiff filed an amendment to the Class and Representative Action
23 complaint to add Defendant Sea West Coast Guard Federal Credit Union as a DOE Defendant.

24 15. After engaging in written discovery, the Parties agreed to mediate this action. To prepare
25 for mediation, the Parties agreed to informally exchange documents and data points subject to the
26 mediation privilege, including but not limited to, the Class Members’ time data and certain payroll data
27 points. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at Berger Consulting
28 Group (“BCG”) to analyze Defendants’ time and payroll data.

1 16. On June 4, 2024, the Parties participated in mediation presided over by Brandon
2 McKelvey, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation
3 concluded without a settlement, but Mediator McKelvey made a mediator's proposal, which was
4 subsequently accepted by both Parties. Mediator McKelvey's settlement proposal was memorialized in
5 the form of a Memorandum of Understanding. Subsequently, the Parties drafted and negotiated a long-
6 form settlement agreement, which is the subject of the instant motion. The Parties now seek approval
7 of the entire Agreement.

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

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

14 18. Class Counsel subsequently requested Plaintiff's employee file from Defendant. In
15 response, Defendant produced several documents, including but not limited to, copies of Plaintiff's
16 hiring documents, payroll records, and performance reviews. Class Counsel reviewed and analyzed the
17 documents and determined the documents appeared to substantiate Plaintiff's claim that Defendant
18 failed to, among other things, pay for all time worked and provide compliant meal and rest periods.

19 19. Considering the many anticipated factual disputes, the Parties agreed that it would be in
20 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel
21 requested documents and data points to further evaluate Plaintiff's claims and Defendant's liability
22 exposure to the Class Members. In response to Class Counsel's request, Defendant produced time and
23 payroll records for the Class Members, aggregate workweek and pay period data for the Class Members,
24 average hourly rate for the Class Members, and copies of applicable handbooks, policies, and
25 agreements containing, *inter alia*, compensation, timekeeping and meal and rest period policies.

26 20. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
27 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services
28 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed

1 and experienced experts in their fields and have provided their expertise on thousands of cases. Stated
2 differently, the BCG is uniquely qualified to analyze Defendant's time and payroll data.

3 21. BCG analyzed Defendant's time and payroll data to assist in the development of various
4 damage models. Among other things, BCG determined the approximate number of work shifts,
5 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
6 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
7 rest periods, the amount of paid missed meal period premiums paid during the Class Period, the amount
8 of underpayment of overtime, premiums, and sick time resulting from miscalculation of the regular rate
9 of pay, the amount of off-the-clock work, and the amount of unreimbursed business expenses incurred
10 by Class Members during the Class Period.

11 22. In advance of mediation, Class Counsel created a damage model predicated on the BCG
12 analysis. Class Counsel's model calculated Defendant's potential liability exposure while accounting
13 for the uncertainties of continued litigation. This damage model informed and guided Class Counsel
14 during the mediated settlement discussions.

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

26 **C. The Parties Settled at Mediation**

27 24. On June 4, 2024, the Parties attended a full day of mediation with Brandon McKelvey,
28 Esq., an experienced mediator of wage and hour class and PAGA actions. Mediator McKelvey helped

1 manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both
2 sides. The Parties made substantial progress with his assistance. Namely, the Parties exchanged
3 information regarding their respective claims and defense, including their respective evaluation of the
4 damages. The mediation concluded without a settlement, but Mediator McKelvey made a mediator's
5 proposal, which was subsequently accepted by both Parties. Mediator McKelvey's settlement proposal
6 was memorialized in the form of a Memorandum of Understanding. The complete and final terms of
7 the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement
8 constitutes a fair, adequate, and reasonable compromise of the claims at issue.

9 **IV. ARGUMENT**

10 **A. The Court Should Preliminarily Approve the Proposed Class Action Settlement**

11 25. The Parties participated in mediation with Brandon McKelvey, Esq., an experienced
12 mediator of wage and hour class and PAGA actions. The mediator managed the Parties' expectations
13 and provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple Computer, Inc.*
14 *Derivative Litig.* No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008)
15 (mediator's participation weighs considerably against any inference of a collusive settlement); *D'Amato*
16 *v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification
17 settlement negotiations helps to ensure that the proceedings were free of collusion and undue
18 pressure.")) At all times, the Parties' negotiations were at an arm's length, adversarial and non-
19 collusive. The matter was resolved only after a full day of mediated negotiations managed by the
20 mediator who heard arguments, reviewed evidence and evaluated the Parties' respective claims and
21 defenses.

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

27 27. The Gross Settlement Amount of \$294,500.00 is fair and reasonable considering the
28 nature and magnitude of the claims being settled and the various potential impediments to recovery.

1 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
2 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
3 various models were informed by Class Counsel's investigation, including the analysis of a significant
4 sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims*
5 (excluding PAGA penalties) ranged between \$1,347,671.41 ("Conservative Model") and \$2,083,702.06
6 ("Aggressive Model") if successful at trial. This range reflects the uncertainty regarding several of the
7 claims, together with the uncertainty surrounding derivative liability for waiting time penalties. Thus,
8 the Gross Settlement Amount of \$294,500.00 represents approximately between 21.85% ("Aggressive
9 Model") and 14.13% ("Conservative Model") of Defendant's *class-wide* liability exposure as estimated
10 by Class Counsel at the time of mediation. The following summarizes Class Counsel's estimation of
11 Defendant's exposure.

12 28. One of Plaintiff's primary claims in the Action was that Defendant failed to provide
13 accurate itemized wage statements that include all items required by Labor Code § 226(a)(1)-(9),
14 including all applicable hourly rates in effect during the pay period. Further, as a result of Defendant's
15 failure to pay employees for all time worked, the wage statements issued by Defendant do not indicate
16 the correct number of hours worked, the amount of gross wages earned, or net wages earned during
17 each pay period.

18 29. Defendant maintains that its wage statements are compliant, and further argued that
19 Plaintiff cannot show that Class Members suffered an "injury" because of wage statement violations,
20 as required by Labor Code section 226. Taking Defendant's defenses into account, Plaintiff discounted
21 this claim 25%. Plaintiff estimated that Defendant's exposure on this claim ranged between \$106,087.50
22 and \$141,450.00.

23 30. Plaintiff also alleged that Defendant failed to provide compliant rest periods. Specifically,
24 Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Class Members were not
25 able to take timely and duty-free rest periods. Additionally, Plaintiff argued that Defendant maintained
26 an unlawful written rest period policy that required employees to remain on premises during their rest
27 periods.

28 ///

1 31. Again, Defendant denied liability and asserted that they maintained legally compliant rest
2 period policies and practices throughout the Class Period. Consequently, Plaintiff applied a 25%
3 discount and estimated that Defendant's exposure on this claim ranged between \$790,404.75 and
4 \$1,053,873.00.

5 32. Plaintiff also alleged that Defendant failed to provide compliant meal periods, and further
6 failed to provide any meal period premiums. Specifically, Plaintiff alleged that because of rigorous
7 work schedules and Defendant's understaffing, Plaintiff and Class Members were unable to take timely
8 and duty-free meal periods.

9 33. Conversely, Defendant argued, among other things, that it provided Class Members with
10 the opportunity to take compliant meal periods. Further, Defendant argued that any missed meal periods
11 were voluntarily and did not trigger liability for premium payments. Thus, Defendant argued that there
12 was no potential liability for Plaintiff's alleged meal period violations. Consequently, Plaintiff applied
13 a 50% discount and estimated that Defendant's exposure on this claim ranged between \$198,736.20 and
14 \$397,472.40.

15 34. Plaintiff also alleged that Defendant failed to pay for all hours worked. Plaintiff alleged
16 that as a direct result of Defendant's time-keeping system and policies, Plaintiff and Class Members
17 worked off-the-clock each day as they had to wait for their computers to boot up, enter their passwords,
18 open a web browser, navigate through a website, and enter their credentials before they could clock in.

19 35. Defendant vigorously denied liability for this claim. Defendant asserted, among other
20 things, that its written policies and procedures directed its employees to perform work only while on-
21 the-clock. Further, Defendant asserted that any deviation from these written policies was individual-
22 specific and thus, created individualized issues of liability unsuitable for class treatment. Thus, Plaintiff
23 applied a 50% discount for this claim and estimated that Defendant's exposure for this claim ranged
24 between \$42,836.58 and \$85,673.16.

25 36. Plaintiff also alleged that Defendant miscalculated the regular rate of pay for purposes of
26 overtime and redeemed sick pay. Specifically, Plaintiff alleges that Class Members received non-
27 discretionary incentive compensation labeled on wage statements as "ERN," "Award ERN," "Bonus
28

1 ERN,” and “Commissions” but failed to consider these non-discretionary bonuses when it calculated
2 the overtime rate and redeemed sick pay rate for Class Members.

3 37. Defendant denied that it paid any non-discretionary bonuses besides “Commissions” or
4 that it issued any other payments that had to be included in the regular rate. Due to the material question
5 of fact as to whether the non-commission based bonuses paid to Plaintiff and Class Members were non-
6 discretionary, Plaintiff applied a 25% discount for this claim and estimated that Defendant’s exposure
7 for this claim ranged between \$52,703.25 and \$70,271.00.

8 38. Plaintiff alleged that Class Members were required to use their personal cell phones in
9 connection with their job duties but were not reimbursed by Defendant. Specifically, Plaintiff alleges
10 that Class Members were required to use their personal cell phones to communicate with customers and
11 to clock in and out for work. Defendant maintains that necessary expenses for which reimbursements
12 were sought were paid. Thus, Plaintiff applied a 75% discount for this claim and estimated that
13 Defendant’s exposure for this claim ranged between \$10,578.13 and \$42,312.50.

14 39. Plaintiff also alleged that Defendant’s labor code violations resulted in derivative liability
15 for waiting time penalties. Although these *penalties* represented Defendant’s largest dollar amount of
16 exposure, this is Plaintiff’s most uncertain claim. Specifically, Defendant argued that Plaintiff could not
17 prove the “willful” prong needed to obtain waiting time penalties under Labor Code section 203. Thus,
18 Plaintiff applied a 50% discount for this claim and estimated that Defendant’s exposure for this claim
19 ranged between \$146,325.00 and \$292,650.00.

20 40. Class Counsel’s damage models also estimated Defendant’s exposure for PAGA
21 penalties. At the time of mediation, Plaintiff estimated Defendant’s PAGA exposure was approximately
22 \$347,500.

23 41. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$10,000.00
24 which is approximately 3.4% of the Gross Settlement Amount. This amount falls well within the range
25 of approved PAGA Payments. Seventy-Five percent (75%) of the PAGA Payment (\$7,500.00) will be
26 paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) of the PAGA
27 Payment (\$2,500) will be distributed to the Aggrieved Employees (“Aggrieved Employee Payment”),
28 which is within the range of PAGA Payments approved by courts and should be approved.

1 42. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
2 of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
3 LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a plaintiff cannot
4 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
5 Code by the defendant.”). Here, Plaintiff would need to prove that each Aggrieved Employee suffered
6 a violation for each pay period the employee worked. Again, Defendant raised several defenses that
7 presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to
8 those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho*
9 *v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff’s claims, on liability, value, and
10 manageability as to the rest period claims. In all, Plaintiff’s PAGA liability exposure is hotly contested.

11 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

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

21 44. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
22 issue of Defendant’s liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
23 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs
24 in a wage and hour class action. See also *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
25 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
26 individualized questions of fact not susceptible to class treatment.”).

27 45. Finally, even if a class is certified and Defendant is found liable for the class claims
28 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and

1 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*
2 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded
3 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
4 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
5 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

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

9 47. Finally, continuing to litigate this action would require continued and extensive resources
10 coupled with significant Court time to proceed through trial and post-trial motions; which can often
11 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
12 extensive expert testimony, particularly with regard to damages. But even if Plaintiff is successful at
13 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
14 Defendant would appeal any favorable judgment.

15 48. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$294,500.00 that
16 is roughly approximately 21.85% of Defendants’ *class-wide* liability exposure for damages and
17 statutory penalties, and approximately 14.13% of Defendant’s maximum class wide liability exposure
18 for damages and penalties, including PAGA Penalties. Given the amount of the settlement here, as
19 compared to potential value of the claims, offset by the various inherent risks to continued litigation,
20 the settlement is fair and reasonable.

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

22 49. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
23 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
24 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
25 the nature of the lawsuit, a summary of the substance of the Settlement’s terms, the class definition, the
26 procedure and time period within which to request for exclusion or to object to the Settlement, the date
27 for the final approval hearing, the formula used to calculate settlement payments, and the terms and
28 scope of the Released Class Claims. The Parties negotiated this method to ensure delivering the most

1 reasonable method of notice to the Class Members while ensuring cost effective administration of the
2 Settlement.

3 50. Accordingly, both the method of disseminating the Class Notice and content of the Class
4 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
5 460,485 (the class notice must “fairly apprise the class members of the terms of the proposed
6 compromise and of the options open to dissenting class members.”).

7 **D. The Court Should Preliminarily Approve the Class Representative Service Payment**

8 51. The Settlement provides for a Service Award of \$10,000² for Plaintiff. The service award
9 is fair and reasonable compensation for the Plaintiff’s efforts bringing the action, assisting Class
10 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of his
11 case and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure that
12 its terms are fair and provide adequate relief for the Settlement Class.

13
14
15
16 ² The amount of the requested Service Award-\$10,000-is reasonable by reference to the amounts that California courts (both federal and
17 state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Baker v. LA. Fitness Int’l, LLC*, No.
18 BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v.*
19 *Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement
20 payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement
21 payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding
22 \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011)
23 (awarding \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super.
24 Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int’l, Inc.*, No. BC422934 (L.A. County Super. Ct. July
25 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria’s Secret Stores, LLC*, No. BC368528
26 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with additional
27 compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County Super. Ct.
28 Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A.
County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe’s Co.*, No.
BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No.
BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC*
Monterey Park Hospital LP, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v.*
Catholic Moray Services, Inc., No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the
named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding
\$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding
\$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct.
Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguiar v. Cingular Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal.
Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx)
(C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San
Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-
cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No.
RIC 10005196 (Riverside Super. Ct. July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No.
CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int’l Holdings,*
Inc., No. JCCP 4582 (Orange County Super. Ct. Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon Security*
Services, LLC, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

1 52. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service
2 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
3 above showing is sufficient for preliminary approval of the negotiated Service Award.

4 **E. The Court Should Preliminarily Approve the Class Counsel Award**

5 53. Class Counsel took this matter on a contingency fee basis and invested significant time
6 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
7 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class
8 Members. Considering the positive outcome for the Class Members, and in light of the supporting
9 authority, the proposed Class Counsel Award is fair and reasonable.

10 54. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
11 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing
12 is sufficient for preliminary approval of the negotiated Class Counsel Award.

13 **F. Provisional Certification for Settlement Purposes Is Appropriate**

14 55. For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional
15 certification of the Class is appropriate.

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

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

23 58. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
24 they arise from the same factual basis and are based on the same legal theories applicable to the other
25 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
26 Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which
27 the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated
28

1 his ability to advocate for the interests of the Class by initiating this litigation, participating in mediation,
2 and evaluating the proposed settlement to assure that it is fair.

3 59. Additionally, Plaintiff is represented by competent Class Counsel who have extensive
4 experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued,
5 certified, and gained state court settlement approval of the same class-wide causes of action that are at
6 issue in this case. Class Counsel's wage and hour class action experience establishes that they are well
7 qualified to represent the interests of this Class.

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

13 **G. Class Counsel's Experience**

14 61. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
15 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
16 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
17 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
18 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
19 (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre, Esq.
20 (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Andrea Amaya, Esq. (Associate
21 Attorney), Tesla Stone (Senior Paralegal and Office Manager), Jennifer Hemming (Paralegal), and
22 Esbeidy Campos (Legal Assistant).

23 62. I am qualified to represent the Plaintiff and the State of California. I have extensive
24 experience with wage and hour class and representative actions litigation like this matter, and
25 employment matters in general. Additionally, I have extensive complex mass tort litigation experience
26 and complex construction product liability experience. I can, will and have adequately represented the
27 interests of the Plaintiff and the State of California throughout this action.

28 ///

1 63. I have represented consumers and employees in California class actions, and complex
2 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
3 plaintiffs' civil litigation attorney since April 2007.

4 64. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
5 Employees. I have extensive experience with wage and hour class and representative actions litigation
6 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
7 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "4."** Some of the
8 major cases the Firm has undertaken are also set forth in **Exhibit "4"**:

9 65. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered
10 in excess of \$125 million on behalf of the Firm's clients.

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

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

16 68. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising
17 Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising
18 Star list recognizes the top 2.5% of eligible attorneys. (see
19 https://www.superlawyers.com/about/selection_process.html.)

20 69. The parties agreed to appoint the Children's Advocacy Institute, as the Cy Pres. I do not
21 have any interest in, or relationship or connection with the Children's Advocacy Institute. Similarly, no
22 attorney in my firm has such interest, relationship or connection.

23 I declare under the penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct. Executed this 17th day of October 2024, at San Diego, California.

25 **JCL LAW FIRM, APC**

26 By: 
27 Jean-Claude Lapuyade
28 Attorneys for PLAINTIFF

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

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

Attorneys for Plaintiff Jose Ruelas

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

JOSE RUELAS, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

SEA WEST SERVICES LLC, a California
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No. 23CV038585

[Complaint Filed: July 17, 2023]

**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 Jose Ruelas (hereinafter “Plaintiff”), an individual, on behalf
3 of himself, and on behalf of all persons similarly situated, and in his representative capacity on behalf
4 of the State of California and the Aggrieved Employees, and Defendant Sea West Coast Guard
5 Federal Credit Union (“Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” means the putative class action lawsuit designated *Ruelas v. Sea West*
8 *Services LLC.*, Alameda Superior Court, Case No. 23CV038585, filed July 17, 2023.
- 9 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
10 Class and PAGA Action Claims and Release of Claims.
- 11 C. “Aggrieved Employees” means all non-exempt employees who are or previously
12 were employed by Defendant and performed work in California during the PAGA
13 Period.
- 14 D. “Aggrieved Employee Payment” means the twenty-five percent (25%) of the PAGA
15 Payment (\$2,500.00) that will be distributed to the Aggrieved Employees as described
16 in this Agreement.
- 17 E. “Class” or the “Class Members” means all non-exempt employees who are or
18 previously were employed by Defendant and performed work in California during the
19 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 \$98,166.67 out of \$294,500.00, 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.)

1 H. "Class Data" means information regarding Class Members that Defendant will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; start dates and end
5 dates of employment.

6 I. "Class Period" means the period beginning July 17, 2019, through August 18, 2024.

7 J. "Class Representative" means plaintiff Jose Ruelas.

8 K. "Court" means the Superior Court for the State of California, County of Alameda
9 currently presiding over the Action.

10 L. "Defendant" means Sea West Coast Guard Federal Credit Union.

11 M. "Effective Date" means the first date upon which all of the following events have
12 occurred:

- 13 1. this Agreement has been executed by all Parties and by Class Counsel and
14 Defense Counsel;
- 15 2. the Court has preliminarily approved the Settlement;
- 16 3. notice has been properly given to Class Members, providing them an
17 opportunity to opt out of the Class and Settlement as described in this
18 Agreement;
- 19 4. the Court has held a Final Fairness and Approval Hearing and entered the
20 Final Order and Judgment approving the Settlement; and,
- 21 5. the later of: (a) the date sixty (60) days after the entry of the Final Order and
22 Judgment, if no motions for reconsideration and no appeals or other efforts to
23 obtain review have been filed; or (b) in the event that a motion for
24 reconsideration, an appeal or other effort to obtain review of the Final Order
25 and Judgment, the date sixty (60) days after such reconsideration, appeal or
26 review has been finally concluded. In this regard, it is the intention of the
27 Parties that the Effective Date of Settlement shall not be a date before the
28 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 by which Defendant has paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendant will pay the Gross Settlement Amount to the Settlement Administrator sixty (60) days after the final approval order.

O. “Gross Settlement Amount” means Two Hundred Ninety-Four Thousand Five Hundred Dollars and Zero Cents (\$294,500.00) that Defendant must pay into the QSF in connection with this Settlement, 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.

T. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

U. “Operative Complaint” means the Complaint filed by Plaintiff on July 17, 2024, in the Alameda Superior Court.

V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

- 1 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
2 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
3 Employees during the PAGA Period.
- 4 X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
5 Employee Payment, as defined herein, means the number of pay periods of
6 employment during the PAGA Period that each Aggrieved Employee worked in
7 California.
- 8 Y. “PAGA Period” means the period beginning May 12, 2022, through August 18, 2024.
- 9 Z. “PAGA Payment” means Ten Thousand Dollars and Zero Cents (\$10,000.00) to be
10 allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted
11 in the Action.
- 12 AA. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
13 Plaintiff or Defendant, individually.
- 14 BB. “Payment Ratio” means the respective Workweeks for each Class Member divided
15 by the total Workweeks for all Class Members.
- 16 CC. “Plaintiff” means Jose Ruelas.
- 17 DD. “QSF” means the Qualified Settlement Fund established, designated, and maintained
18 by the Settlement Administrator to fund the Gross Settlement Amount.
- 19 EE. “Released Class Claims” means all class claims alleged, or reasonably could have
20 been alleged based on the facts alleged, in the Operative Complaint in the Action
21 which occurred during the Class Period, and expressly excluding all other claims,
22 including claims for vested benefits, wrongful termination, unemployment insurance,
23 disability, social security, workers' compensation, and class claims outside of the
24 Class Period.
- 25 FF. “Released PAGA Claims” means all PAGA claims alleged in Plaintiff’s Amended
26 PAGA Notice to the LWDA which occurred during the PAGA Period, and expressly
27 excluding all other claims, including claims for vested benefits, wrongful termination,
28

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

GG. "Released Parties" means Defendant and its officers, directors, members, managers,
agents, representatives, attorneys, insurers, partners, investors, shareholders,
administrators, predecessors, successors, assigns, parent corporations, subsidiaries,
joint venturers and related entities.

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

II. "Service Award" means an award in the amount of \$10,000 or in an amount that the
Court authorizes to be paid to the Class Representative, in addition to his Individual
Settlement Payment and his individual Aggrieved Employee Payment, in recognition
of his efforts and risks in assisting with the prosecution of the Action.

JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

KK. "Settlement Administration Costs" shall mean the amount paid to the Settlement
Administrator from the Gross Settlement Amount for administering the Settlement
pursuant to this Agreement currently estimated not to exceed \$3,500.00.

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

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

4 NN. "Workweeks," for purposes of calculating the distribution of the Net Settlement
5 Amount, means the number of weeks of employment during the Class Period that
6 each Class Member performed any work for Defendant in California.

7 **II. RECITALS**

8 A. On May 12, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce
9 Development Agency (LWDA) and served the same on Defendant Sea West Services
10 LLC.

11 B. On July 17, 2023, Plaintiff filed a Class and Representative Action complaint in the
12 Alameda Superior Court, Case No. 23CV038585 (the "Action"), alleging claims for:

- 13 1. Unfair Competition in Violation of California Business & Professions Code
14 17200;
- 15 2. Failure to Pay Minimum Wages in Violation of California Labor Code 1194,
16 1197, & 1197.1;
- 17 3. Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510,
18 *et seq*;
- 19 4. Failure to Provide Required Meal Periods in Violation of California Labor
20 Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
- 21 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
22 226.7 & 512 and the Applicable IWC Wage Order);
- 23 6. Failure to Provide Accurate Itemized Statements in Violation of California
24 Labor Code 226;
- 25 7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
26 202 And 203;
- 27 8. Failure to Reimburse Employees for Required Expenses in Violation of
28 California Labor Code 2802;

9. Unpaid Sick Pay in Violation of California Labor Code 246;

10. Violation of the Private Attorneys General Act of Labor Code 2698.

C. On January 16, 2024, Plaintiff filed an Amended Notice of Violations with the LWDA to add Defendant Sea West Coast Guard Federal Credit Union as an additional defendant.

D. On January 16, 2024, Plaintiff filed an amendment to the Class and Representative Action complaint to add Defendant Sea West Coast Guard Federal Credit Union as a DOE Defendant.

E. The Class Representative believes he 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 can be satisfied in the Action, and this action is manageable as a PAGA representative action.

F. Defendant 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, alleged in the Operative Complaint, and/or alleged in the Class Representative's PAGA notice to the LWDA 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.

G. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance

1 of an expert. Based on their own independent investigation and evaluation, Class
2 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and
3 adequate, and is in the best interest of the Class considering all known facts and
4 circumstances, including the risks of significant delay, defenses asserted by
5 Defendant, uncertainties regarding class certification, and numerous potential
6 appellate issues. Although it denies any liability, Defendant agrees to this Settlement
7 solely to avoid the inconveniences and cost of further litigation. The Parties and their
8 counsel have agreed to settle the claims on the terms set forth in this Agreement.

9 H. On June 4, 2024, the Parties participated in mediation presided over by Brandon
10 McKelvey, Esq., an experienced mediator of wage and hour class and PAGA actions.
11 The mediation concluded without a settlement. However, following the mediation,
12 each side, represented by its respective counsel, continued settlement negotiations,
13 with the assistance of Mediator McKelvey, until they agreed to settle the Action based
14 on Mediator McKelvey's settlement proposal, which was memorialized in the form
15 of a Memorandum of Understanding("MOU").

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

24 J. The Parties believe that the Settlement is fair, reasonable, and adequate. The
25 Settlement was arrived at through arm's-length negotiations, considering all relevant
26 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
27 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
28

1 settle, compromise and discharge all disputes and claims arising from or relating to
2 the Action fully, finally, and forever.

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

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

10 **III. TERMS OF AGREEMENT**

11 A. Settlement Consideration and Settlement Payments by Defendant.

12 1. Settlement Consideration. In full and complete settlement of the Action, and
13 in exchange for the releases set forth below, Defendant will pay the sum of
14 the Individual Settlement Payments, the Service Award, the Class Counsel
15 Award, PAGA Payment, and the Settlement Administration Costs, as
16 specified in this Agreement, equal to the Gross Settlement Amount of Two
17 Hundred Ninety-Four Thousand Five Hundred Dollars and Zero Cents
18 (\$294,500.00). The Parties agree that this is a non-reversionary Settlement and
19 that no portion of the Gross Settlement Amount shall revert to Defendant.
20 Other than the Defendant's share of employer payroll taxes and as provided
21 in Section III.A.4 below, Defendant shall not be required to pay more than the
22 Gross Settlement Amount.

23 2. Class Size. At the time of mediation, Defendant estimated that there are
24 approximately 84 Class Members who worked approximately 7,045
25 Workweeks during the Class Period. The Parties acknowledge and agree that
26 this data (and other information provided by Defendant for purposes of
27 mediation) was relied on to extrapolate and reach an arms-length negotiation
28 of Plaintiff's claims in the Action through the Class Period. Should the number

1 of workweeks increase by more than 10% of what was represented at the
2 mediation during the Class Period, the Gross Settlement Amount will increase
3 proportionally for the number of workweeks over 110% of 7,045 (i.e. the
4 number of workweeks in excess of 7,750 workweeks). For example, if the
5 total workweeks in the Class Period are 115% of 7,045, the Gross Settlement
6 Amount shall increase by 5%. Alternatively, if the total workweeks are over
7 110%, Defendant may elect to modify the Class Period end date so that the
8 total number of workweeks does not exceed 7,045.

9 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
10 into the QSF, through the Settlement Administrator on or before the Funding
11 Date. Any interest accrued will be added to the NSA and distributed to the
12 Settlement Class Members except that if final approval is reversed on appeal,
13 then Defendants is entitled to prompt return of the principal and all interest
14 accrued.

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

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

21 C. Release by Plaintiff and the LWDA. As of the Funding Date, in exchange for the
22 consideration set forth in this Agreement, the Plaintiff, on behalf of the LWDA, and
23 the State of California, release the Released Parties from the Released PAGA Claims
24 for the PAGA Period.

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

27 1. The Court enters an order granting preliminary approval of the Settlement;
28

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, fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

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

F. In the event that Defendant fails to fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

1 G. Certification of the Class. The Parties stipulate to conditional class certification of the
2 Class for the Class Period for purposes of settlement only. In the event that this
3 Settlement is not approved by the Court, fails to become effective, or is reversed,
4 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
5 from obtaining a complete resolution of the Released Class Claims and Released
6 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
7 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
8 administrative or arbitral proceeding for any purpose or with respect to any issue,
9 substantive or procedural.

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

20 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
21 the "acknowledging party" and each Party to this Agreement other than the
22 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
23 of this Agreement, and no written communication or disclosure between or among the
24 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
25 such communication or disclosure constitute or be construed or be relied upon as, tax
26 advice within the meaning of United States Treasury Department circular 230 (31 CFR
27 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
28 her or its own, independent legal and tax counsel for advice (including tax advice) in

1 connection with this Agreement, (b) has not entered into this Agreement based upon
2 the recommendation of any other Party or any attorney or advisor to any other Party,
3 and (c) is not entitled to rely upon any communication or disclosure by any attorney
4 or adviser to any other party to avoid any tax penalty that may be imposed on the
5 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
6 any limitation that protects the confidentiality of any such attorney's or adviser's tax
7 strategies (regardless of whether such limitation is legally binding) upon disclosure by
8 the acknowledging party of the tax treatment or tax structure of any transaction,
9 including any transaction contemplated by this Agreement.

10 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
11 preliminary approval within a reasonable time of execution of this Agreement, or
12 within the statutory timeframe as determined by the Court's setting of the preliminary
13 approval hearing, which shall include this Settlement Agreement. Plaintiff will provide
14 Defendant with a draft of the Motion at least 3 business days prior to the filing of the
15 Motion to give Defendant an opportunity to propose changes or additions to the
16 Motion.

17 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
18 establishing and administering the QSF; calculating, processing and mailing payments
19 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
20 mailing the Notice Packets to the Class Members as directed by the Court; receiving
21 and reporting the objections and requests for exclusion; calculating, deducting and
22 remitting all legally required taxes from Individual Settlement Payments and
23 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
24 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
25 individual shares of the Aggrieved Employee Payment; processing and mailing tax
26 payments to the appropriate state and federal taxing authorities; providing
27 declaration(s) as necessary in support of preliminary and/or final approval of this
28 Settlement; and other tasks as the Parties mutually agree or the Court orders the

1 Settlement Administrator to perform. The Settlement Administrator shall keep the
2 Parties timely apprised of the performance of all Settlement Administrator
3 responsibilities by among other things, sending a weekly status report to the Parties'
4 counsel stating the date of the mailing, the of number of opt outs from the Settlement
5 it receives (including the numbers of valid and deficient), and number of objections
6 received.

7 L. Notice Procedure.

8 1. Class Data. No later than ten (10) days after Preliminary Approval is granted,
9 Defendant shall provide the Settlement Administrator with the Class Data for
10 purposes of preparing and mailing Notice Packets to the Class Members.

11 2. Notice Packets.

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

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

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

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

26 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
27 Administrator as non-delivered on or before the Response Deadline shall be
28 re-mailed to any forwarding address provided within seven (7) days of

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

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

25 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
26 by the Settlement Administrator concerning the administration of the
27 Settlement will be resolved by the Court under the laws of the State of
28 California. Before any such involvement of the Court, counsel for the Parties

1 will confer in good faith to resolve the disputes without the necessity of
2 involving the Court.

- 3 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
4 Packet shall state that Class Members who wish to exclude themselves from
5 the Settlement must submit a written request for exclusion to the Settlement
6 Administrator by the Response Deadline. The written request for exclusion
7 must state that the Class Member wishes to exclude himself or herself from
8 the Settlement and (1) must contain the name, address, and the last four digits
9 of the Social Security number of the person requesting exclusion; (2) must be
10 signed by the Class Member; (3) must be postmarked or fax stamped by the
11 Response Deadline and returned to the Settlement Administrator at the
12 specified address or fax telephone number; and (4) contain a typewritten or
13 handwritten notice stating in substance that he or she wishes to be excluded
14 from the settlement of the class action lawsuit entitled *Ruelas v Sea West*
15 *Services LLC.*, currently pending in Superior Court of Alameda, Case No.
16 23CV038585 . The request for exclusion will not be valid if it is not timely
17 submitted, if it is not signed by the Class Member, or if it does not contain the
18 name and address and last four digits of the Social Security number of the
19 Class Member. The date of the postmark on the mailing envelope or fax stamp
20 on the request for exclusion shall be the exclusive means used to determine
21 whether the request for exclusion was timely submitted. Any Class Member
22 who submits a timely request for exclusion shall be excluded from the
23 Settlement Class will not be entitled to an Individual Settlement Payment and
24 will not be otherwise bound by the terms of the Settlement or have any right
25 to object, appeal or comment thereon. However, any Class Member that
26 submits a timely request for exclusion that is also a member of the Aggrieved
27 Employees will still receive his/her pro rata share of the PAGA Payment, as
28 specified below. . Settlement Class Members who fail to submit a valid and

1 timely request for exclusion on or before the Response Deadline shall be
2 bound by all terms of the Settlement and any final judgment entered in this
3 Action if the Settlement is approved by the Court. No later than twenty-one
4 (21) calendar days after the Response Deadline, the Settlement Administrator
5 shall provide counsel for the Parties with a final list of the Class Members
6 who have timely submitted timely requests for exclusion. At no time shall any
7 of the Parties or their counsel seek to solicit or otherwise encourage members
8 of the Class to submit requests for exclusion from the Settlement

9 8. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion
10 identified in the Exclusion List exceeds 15% of the total of all Class Members,
11 Defendant may, but is not obligated, elect to withdraw from the Settlement.
12 The Parties agree that, if Defendant withdraws, the Settlement shall be void
13 ab initio, have no force or effect whatsoever, and that neither Party will have
14 any further obligation to perform under this Agreement; provided, however,
15 Defendant will remain responsible for paying all Administration Expenses
16 incurred as of the date Defendant makes this election to withdraw. Defendant
17 must notify Class Counsel and the Court of its election to withdraw not later
18 than 7 days after the Administrator sends the final Exclusion List to Defense
19 Counsel. Invalid Requests for Exclusion will have no effect on this threshold
20 for an election.

21 9. 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 and treated as 20% wages (“Wage Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest Portion.”) The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties 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 Employee 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 Employee 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 the Children's Advocacy
4 Institute (CAI) in accordance with CCP 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 \$10,000.00, as the Service Award. Defendant will not oppose a Service
9 Award of not more than \$10,000.00 for Plaintiff. The Settlement
10 Administrator shall pay the Service Award, either in the amount stated herein
11 if approved by the Court or some other amount as approved by the Court, to
12 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
13 days after the Funding Date. Any portion of the requested Service Award that
14 is not 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 understands, and will not oppose, a motion
26 for Class Counsel Award not to exceed one-third of the Gross Settlement
27 Amount currently estimated to be Ninety-Eight Thousand One Hundred Sixty
28 Six Dollars and Sixty Seven Cents (\$98,166.67) **and** reimbursable litigation

1 expenses supported by declaration up to and not to exceed Twenty-Five
2 Thousand Dollars and Zero Cents (\$25,000.00). Any awarded Class Counsel
3 Award shall be paid from the Gross Settlement Amount. Any portion of the
4 requested Class Counsel Award that is not awarded to Class Counsel shall be
5 part of the Net Settlement Amount and shall be distributed to Settlement Class
6 Members as provided in this Agreement. The Settlement Administrator shall
7 allocate and pay the Class Counsel Award to Class Counsel from the Gross
8 Settlement Amount no later than fifteen (15) calendar days after the Funding
9 Date. Class Counsel shall be solely and legally responsible to pay all
10 applicable taxes on the payment made pursuant to this paragraph. The
11 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
12 Counsel for the payments made pursuant to this paragraph. If the Court
13 reduces or does not approve the requested Class Counsel Award, Plaintiff and
14 Class Counsel shall not have the right to revoke the Settlement, or to appeal
15 such order, and the Settlement will remain binding.

- 16 11. PAGA Payment. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be
17 allocated from the Gross Settlement Amount for settlement of claims for civil
18 penalties under the Private Attorneys General Act of 2004 (“PAGA
19 Payment”). The Settlement Administrator shall pay seventy-five percent
20 (75%) of the PAGA Payment (\$7,500) to the California Labor and Workforce
21 Development Agency no later than fifteen (15) calendar days after the
22 Effective Date (hereinafter “LWDA Payment”). Twenty-five percent (25%)
23 of the PAGA Payment (\$2,500) will be distributed to the Aggrieved
24 Employees as described in this Agreement (hereinafter “Aggrieved Employee
25 Payment”). For purposes of distributing the PAGA Payment to the Aggrieved
26 Employees, each Aggrieved Employee shall receive their pro-rata share of the
27 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
28 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 \$3,500.00. 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. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
18 Agreement among these Parties, and no oral or written representations, warranties or
19 inducements have been made to any Party concerning this Agreement or its Exhibit
20 other than the representations, warranties and covenants contained and memorialized
21 in this Agreement and its Exhibit.

22 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate
24 this Agreement and to take all appropriate Action required or permitted to be taken by
25 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
26 documents required to effectuate the terms of this Agreement. The persons signing
27 this Agreement on behalf of Defendant represents and warrants that he/she is
28 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and

warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

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

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

W. Counterparts. This Agreement may be executed in one or more counterparts. All 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.

X. 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.

Y. 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

1 interpreting, implementing and enforcing the settlement and all orders and judgments
2 entered in connection with this Agreement.

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

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

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

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

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

DATED: 09/27/2024


Jose Ruelas (Sep 27, 2024 08:22 PDT)

JOSE RUELAS

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

DATED: _____

SEA WEST COAST GUARD FEDERAL CREDIT
UNION

Printed Name

Title

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

2 DATED: 09/27/2024


Jose Ruelas (Sep 27, 2024 08:22 PDT)

3

4 JOSE RUELAS

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

6

7 DATED: 9/27/24


SEA WEST COAST GUARD FEDERAL CREDIT
UNION

9

10

Tom Doherty

11

Printed Name

12

President/CEO

13

Title

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

3 DATED: 09/27/2024

JCL LAW FIRM, A.P.C.

4 By: 
5

6 Attorneys for Plaintiff and the Settlement Class
7 Members
8

9 DATED: 09/27/2024

ZAKAY LAW GROUP, APLC

10 By: 
11

12 Attorneys for Plaintiff and the Settlement Class
13 Members
14

15
16
17 DATED: 9/27/2024

O'HAGAN MEYER

18 By: 
19

20 Anthony Oceguela. Esq.
21 Attorney for Defendant
22
23
24
25
26
27
28

EXHIBIT A

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

(Jose Ruelas v. Sea West Services LLC, Alameda County Superior Court Case No. 23CV038585)

**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 Alameda (the “Court”) has been reached between Plaintiff Jose Ruelas (“Plaintiff”) and Defendant Sea West Coast Guard Federal Credit Union (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by Defendant and performed work in California at any time during the period from July 17, 2019, to August 18, 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 May 12, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant Sea West Services LLC. On July 17, 2023, Plaintiff filed a Class and Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Alameda. Plaintiff asserted claims against Defendant for: (1) Unfair Competition in Violation of California Business & Professions Code 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor Code 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code 510; (4) Failure

to Provide Required Meal Periods in Violation of California Labor Code 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of California Labor Code 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of California Labor Code 226; (7) Failure to Provide Wages When Due in Violation of California Labor Code 201, 202 & 203; (8) Failure to Reimburse Employees for Required Expenses in Violation of California Labor Code 2802; (9) Unpaid Sick Pay in Violation of California Labor Code 246; and (10) Violation of the Private Attorneys General Act Labor Code 2698. On January 16, 2024, Plaintiff filed an Amended Notice of Violations with the LWDA to add Defendant Sea West Coast Guard Federal Credit Union as an additional defendant. On January 16, 2024, Plaintiff filed an amendment to the Class and Representative Action complaint to add Defendant Sea West Coast Guard Federal Credit Union as a DOE Defendant.

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 June 4, 2024, the Parties participated in mediation presided over by Brandon McKelvey, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement. However, following the mediation, each side, represented by its respective counsel, continued settlement negotiations, with the assistance of Mediator McKelvey, until they agreed to settle the Action. 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 Ninety-Four Thousand Five Hundred Dollars and Zero Cents (\$294,500.00) (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 Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$3,500.00 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 \$98,166.67) 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 Ten Thousand Dollars and Zero Cents (\$10,00.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for his 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 are or previously were employed by Defendant and performed work in California at any time during the period from May 12, 2022, to August 18, 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 and pre-judgment interest ("Penalties and Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for the Penalties 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 class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, Plaintiff, on behalf of the LWDA, and the State of California shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in Plaintiff's Amended PAGA Notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (July 17, 2019, through August 18, 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 (May 12, 2022, through August 18, 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 Settlement Administration.

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 <https://apexclassaction.com/>.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Jose Ruelas v Sea West Services LLC*, Alameda County Superior Court, Case No. 23CV038585. 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 ***Jose Ruelas v Sea West Services LLC, Alameda County Superior Court, Case No. 23CV038585***. 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; Tel: (800) 355-0700.

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

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

E-Mail: jlapuyade@jcl-lawfirm.com

Email: shani@zakaylaw.com

Counsel for Defendant:

Anthony Oceguela, Esq.

O'Hagan Meyer

One Embarcadero Center, Suite 2100

San Francisco, CA 94111

Tel: 916-884-0752

E-Mail: aocceguela@ohaganmeyer.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Alameda County Superior Court, Department 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Noel Wise. 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 *Jose Rsuelas v Sea West Services LLC, Alameda County Superior Court, Case No. 23CV038585*, Settlement Administrator, c/o Apex Class Action Settlement Administration _____.

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 <https://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 Children's Advocacy Institute (CAI) a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

**Quotation Request:**

Nicole Noursamadi
Zakay Law Group, APC
nicole@zakaylaw.com
619.255.9047

Case Name:

Ruelas v Sea West Services, LLC., et al.

Date:

Wednesday, August 14, 2024

RFP Number:

13350002

Prepared By:

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

Settlement Specifications

Estimated Class Size:	84
Certified Language Translation:	Optional
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

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

Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	84	\$126.00
USPS First Class Postage	Per Piece	\$0.73	84	\$61.32
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	17	\$33.60
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0	\$0.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	0.5	\$37.50
NCOA Address Update (USPS)	Static Rate	\$15.00	1	\$15.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	Optional
Sub Total:				\$393.42

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$530.00



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

Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$16.66	1	\$16.66
Settlement Status Reports	Static Rate	\$750.00	1	Waived
				\$16.66

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	1	\$120.00
Account Management and Reconciliation	Per Hour	\$140.00	1	\$140.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	84	\$126.00
USPS First Class Postage	Per Piece	\$0.73	84	\$61.32
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	8	\$12.60
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$950.00	1	\$950.00
			Sub Total:	\$1,809.92

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

			WILL NOT EXCEED:	\$3,500.00
			WILL NOT EXCEED INCLUDING SPANISH TRANSLATION:	\$4,750.00

Thank you for your business!



Terms & Conditions

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

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

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

EXHIBIT 4

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

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

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

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

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

Education:

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

Andrea Amaya, Esq.

California Bar Number 348080

Associate Attorney

Biography:

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

Ms. Amaya earned a Bachelor of Arts in Sociology from San Diego State University. Thereafter, Ms. Amaya earned her Juris Doctorate from California Western School of Law. While in law school, Ms. Amaya spent her time volunteering with various nonprofit organizations such as the Immigration Justice Project and Access, Inc.

Education:

- **California Western School of Law**
 - J.D. - 2021
- **San Diego State University**
 - B.A.
 - Honors: Dean's List
 - Honors: With Distinction

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

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

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

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

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

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

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

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

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

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