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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

EVANGELINA LOZANO and PORFIRIO SANTIAGO, individuals, on behalf of themselves, and on behalf of all persons similarly situated, Plaintiffs, v. CEN CAL BUILDERS & DEVELOPERS, INC., a California corporation; and DOES 1-50, Inclusive, Defendant.	Case No.: 23CECG04411 **DECLARATION OF JEAN-CLAUDE LAPUYADE, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: February 19, 2026 Time: 3:27 p.m. Judge: Hon. Lisa M Gamoian Dept.: 403

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

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for Plaintiffs EVANGELINA LOZANO and PORFIRIO SANTIAGO (hereafter "Plaintiffs" or "Class Representatives") in this wage and hour class and PAGA action filed against Defendant CEN CAL BUILDERS & DEVELOPERS, INC., ("Defendant").

2. This declaration is being submitted in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class Action and PAGA Settlement Agreement (hereinafter "Settlement Agreement"). Attached thereto as **Exhibit A** is a true and correct copy of the Notice of Class Action and PAGA Settlement ("Class Notice").

4. Attached hereto as **Exhibit "2"** is a true and correct copy of the March 19, 2025, Law and Motion Minute Order preliminarily approving this Settlement.

5. Attached hereto as **Exhibit "3"** is a true and correct copy of the February 24, 2025, proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit "4"** is true and correct copy of the proof of filing this motion seeking final approval of this Settlement with the LWDA.

7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed Class Counsel.

I. INTRODUCTION

8. The Settlement represents an excellent result for the Class and avoids the delays, risks, and costs of further litigation. After disseminating the notice to the members of the Class, there were no objections and no requests for exclusion, which means that 100% of the Class has elected to participate in the Settlement.

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9. The Settlement is particularly favorable in light of the fact that liability and class certification in this case were far from certain in light of the defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

10. Over the course of twenty-one (21) months, the Parties engaged in the investigation of the claims, including the production of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in this Action. The procedural history and investigation performed was detailed at length in support of the motion for preliminary approval. The Settlement was the product of one arms-length mediation and contentious negotiations through an all-day mediation presided over by Tripper Ortman, Esq., a respected and experienced mediator of wage and hour class actions

11. This Settlement is the result of extensive and hard-fought litigation as well as negotiations before an experienced mediator. Defendant has expressly denied and continue to deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class Claims in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate the class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement, and Class Counsel are experienced in wage and hour class actions, as Class Counsel has previously litigated and certified similar claims against other employers.

12. The Parties attended an arms-length mediation session with Tripper Ortman, Esq., an experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation for the mediation, Defendant provided Class Counsel with necessary information for the members of the Class, including a sampling of time data, payroll data and data concerning the composition of the Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting Group ("BCG"), and prepared and submitted a mediation brief and damage valuation to the Mediator. The mediation concluded with a settlement after the Parties agreed to the mediator's settlement proposal.

The final settlement terms were negotiated and set forth in the Agreement now presented for this Court's approval.

13. From November 2024 to February 2025, the settlement agreement and exhibits thereto were finalized and executed. On February 24, 2025, the Motion for Preliminary Approval was filed. On March 19, 2025, the Court issued its Order granting preliminary approval of the settlement as fair and reasonable to the Class.

14. Class Counsel in this matter has extensive class action experience and has represented thousands of persons in class actions including employment litigation, wage and hour class actions, and complex litigation. Class Counsel has previously litigated wage and hour class actions involving employees and claims similar to this case and have been approved as experienced class counsel in courts throughout California. As such, Class Counsel is experienced and knowledgeable in this area of law. Class Counsel have participated in every aspect of the settlement discussions and have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

15. The Action generally alleges that Plaintiffs and other Class Members were not properly paid all minimum and overtime wages for hours worked, were not provided meal and rest periods, were not timely paid earned wages, were not paid at the proper regular rate of pay, were not provided reimbursement for required expenses, were not provided accurate itemized wage statements, and were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due to Plaintiffs and the other Class Members by virtue of the foregoing claims.

16. Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that it accurately compensated employees for all hours worked. Defendant contended that their meal and rest period policies fully complied with California law and that Defendant's provided compliant meal and rest periods to Class Members during the Class Period. Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on

liability, value, and class certifiability as to the meal and rest period claims. Defendant also argued that based on their facially lawful practices, they acted in good faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. In fact, under the current state of the law, it is questionable whether these penalties could be awarded at all based upon the alleged meal and rest period violations. If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

17. There was also a significant risk that, if the Actions were not settled, Plaintiffs would be unable to obtain class certification and thereby not recover on behalf of any employees other than themselves. Defendant argued that the individual experience of each putative class member varied with respect to the claims. Defendant could also contest class certification by arguing injury and good faith were case by case determinations that precluded class certification. Plaintiffs are aware of cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of meal and rest break claims). Defendant also contended that individual differences in work experiences not only impacted damages but would also impact certification. Finally, even if class certification was successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has been certified. While other cases have approved class certification in wage and hour claims, class certification in this action would have been hotly disputed and was by no means a foregone conclusion.

18. In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial defenses both to liability and to class certification. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

19. As demonstrated by the decision in *Duran*, the complexities and duration of further litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the

event of an adverse judgment. A post-judgment appeal by Defendant would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result for three or more years in the future.

20. Plaintiffs and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendant through possible appeals which could take several years. Class Counsel has also considered the uncertain outcome and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members.

21. The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses to Plaintiffs' claims. As discussed in detail at the time of preliminary approval, the Gross Settlement Amount compares favorably to the value of the claims. The calculations to compensate for the amount due to the Class Members at the time this Settlement was negotiated were calculated by Plaintiffs' expert, BCG, in advance of mediation. For the individuals whose claims are at issue in this Action, Plaintiffs analyzed the data and determined the potential maximum damages for the class claims. For the Class, Plaintiffs estimated Defendant's exposure for wage statement claims ranged from approximately $811,700.00 to $1,623,400.00, the estimated exposure for meal period claims ranged from approximately $791,844.11 to $1,583,688.21, the estimated exposure for rest period claims ranged from approximately $791,844.11 to $1,583,688.21, the estimated exposure for waiting time penalties ranged from approximately $887,010.50 to $8,870,105.00, the estimated exposure for regular rate of pay violations ranged from approximately $27,962.50 and $55,925.00, the estimated exposure for unreimbursed business expenses ranged from approximately $6,851.48 to $45,676.50, and the estimated exposure for unpaid minimum wages ranged from approximately $206,591.50 and $826,366.00. However, these claims for wage statement and waiting time penalties potentially have a much smaller value, even if damages were awarded, to the extent that they are only derivative of other claims alleged.

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22. Consequently, the Gross Settlement Amount represents approximately between 21.28% for Realistic Damages and 5.14% of Maximum Damages of Defendant's class-wide liability exposure for damages and statutory penalties, assuming these amounts could all be proven in full at trial. The above maximum calculations should then be adjusted in consideration for both the risk of certification and the risk of establishing class-wide liability on all claims. Given the amount of the Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and reasonable.

A. Class Counsel is Experienced in Similar Litigation

23. Plaintiffs are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), John L. Nitti, Esq. (Associate Attorney), Carolina Faccin, Esq. (Associate Attorney), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), Hana McAnally (Law Clerk), Allysa Castillo (Legal Assistant), Elsa Torres (Legal Assistant), Lizeth Ponce (Legal Assistant), Reyna Garcia (Legal Assistant), and Sabrina Carle-Parra (Secretary).

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

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

26. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,

APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "5**." Some of the major cases the Firm has undertaken are also set forth in **Exhibit "5."**

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

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

29. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.) Additionally, I have been named a Super Lawyer for Employment Law in 2025 and 2026.

B. <u>Strength of Plaintiffs' Case</u>

30. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class Member and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,00000) represents a discount on Defendant's potential exposure if Plaintiffs established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award significantly less in damages than Plaintiffs' estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

31. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant

sample of time and payroll data. Detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of the Class. The Gross Settlement Amount represents approximately between 21.28% for Realistic Damages and 5.14% of Maximum Damages of Defendant's class-wide liability exposure for damages and statutory penalties as estimated by Class Counsel at the time of mediation.

32. The calculation methodology used to compensate the Settlement Class Member for the alleged damages was negotiated at the time of the Settlement. More importantly, the methodology is fair, objective, and impartial. The calculation methodology is based on the number of Workweeks each Settlement Class Member worked for Defendant during the Class Period. The number of Workweeks for the Settlement Class Member is established through Defendant's data and documented compensation records. The Settlement Administrator is responsible for calculating the Individual Class Payments by dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members during the Class Period and multiplying the result by each Settlement Class Member's Workweeks. This process establishes an objectively fair and reasonable procedure to compensate the Class.

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

C. <u>The Penalties Under PAGA Are Reasonable</u>

34. Here, Plaintiffs and Defendant negotiated a good faith PAGA Payment in the amount of $40,000.00 which is over 5.33% of the Gross Settlement Amount. Seventy-Five percent (75%) of the PAGA Penalties ($30,000.00) will be paid to the LWDA with the remaining twenty-five percent (25%) of the PAGA Penalties ($10,000.00) to be distributed to the Aggrieved Employees which is within the range of PAGA penalties approved by courts and should be approved.

35. Further, on February 24, 2025, and again on March 21, 2025, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the

Motion for Preliminary Approval with the LWDA. Plaintiffs gave the LWDA notice of this motion seeking final approval of this settlement.

36. This PAGA Payment amount compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs estimated Defendant's potential PAGA exposure to range from $83,500.00 to $3,526,400.00 if successful at trial. Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."

37. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Even if we assume that violations for all 728 pay periods were established, using the valuation from *Carrington* results in a more realistic recovery of $3,640 under PAGA. This means that the $10,000 PAGA allocation is a reasonable percentage of this potential PAGA recovery. The PAGA claim was disputed by Defendant, and therefore this Settlement represents a genuine and meaningful recovery as to this dispute claim. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly compensated, and that they did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiffs' allegations and claims asserted in the complaint which are resolved by the Settlement Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded.

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

JCL LAW FIRM, APC

By: ______________________________
Jean-Claude Lapuyade, Esq.
Attorneys for PLAINTIFFS

EXHIBIT 1

JCL LAW FIRM, APC
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

EVANGELINA LOZANO and PORFIRIO SANTIAGO, individuals, on behalf of themselves, and on behalf of all persons similarly situated, Plaintiffs, v. CEN CAL BUILDERS & DEVELOPERS, INC., a California corporation; and DOES 1-50, Inclusive, Defendants.	Case No. 23CECG04411 [Complaint Filed: October 19, 2023] **STIPULATION OF SETTLEMENT OF CLASS AND PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiffs Evangelina Lozano and Porfirio Santiago (hereinafter, "Plaintiffs"), individuals, on behalf of themselves and all other similarly situated current and former employees, and in their Representatives capacity on behalf of the State of California and the Aggrieved Employees, and Defendant Cen Cal Builders & Developers, Inc., a California corporation (hereinafter, "Defendant"):

I. DEFINITIONS

A. "Action" shall mean the putative class action lawsuit designated *Evangelina Lozano v. Cen Cal Builders & Developers, Inc.,* Fresno County Superior Court, Case No. 23CECG04411, filed on October 19, 2023, with Second Amended Complaint filed on December 11, 2024 to add Porfirio Santiago as a Plaintiff and incorporate the facts and allegations in his Santiago Action.

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

C. "Aggrieved Employees" means all current and former non-exempt California employees employed by Defendant at any time during the PAGA Period.

D. "Aggrieved Employee Payment" shall mean the twenty-five percent (25%) of the PAGA Payment ($10,000.00) that will be distributed to the Aggrieved Employees as described in this Agreement.

E. "Class" or the "Class Members" means all persons who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.

F. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Justin Lo, Esq. of and Work Lawyers PC.

G. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys' fees not to exceed one-third of the Gross Settlement Amount, currently estimated to be $250,000.00 out of $750,000.00, plus costs of up to $30,000.00. Attorneys' fees will be divided between Class Counsel in the following percentages (35% to JCL Law Firm, APC, 35% to Zakay Law Group, APLC, and 30% to Worker Lawyers, PC).

H. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Workweeks and Pay Period worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

I. "Class Period" means the period beginning January 8, 2020, to August 31, 2024.

J. "Class Representatives" shall mean Plaintiffs Evangelina Lozano and Porfirio Santiago.

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

L. "Defendant" shall mean Cen Cal Builders & Developers, Inc.

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

1. this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
2. the Court has preliminarily approved the Settlement;
3. notice has been properly given to Class Members, providing them with an opportunity to opt out of the Class and Settlement as described in this Agreement;
4. the Court has held a Final Fairness and Approval Hearing and entered the Final Order and Judgment approving the Settlement; and,

5. no later than the earliest of: (i) 60 days after approval of the Settlement, if no objections to the Settlement are filed; or (ii) 3 calendar days after the deadline to file an appeal of the approval order, if no appeals are filed; or (iii) if one or more appeals are filed, 3 calendar days after any appeal is dismissed or if the Settlement is affirmed after an appeal, and the approval order is not subject to further appeal.

N. "Funding Date" shall mean the date by which Defendant has fully funded the Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendant shall pay the Gross Settlement Amount to the Settlement Administrator as follows: the First Installment of $400,000 shall be due within ten (10) days after Final Approval of the settlement; the Second Installment of $350,000 shall be made nine (9) months after the First Installment.

O. "Gross Settlement Amount" means Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) 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 Aggrieved Employee Payment.

Q. "LWDA" shall mean the Labor and Workforce Development Agency.

R. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment ($30,000.00) 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" shall mean the Second Amended Complaint filed on December 18, 2024, in the Action.

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

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

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

Y. "PAGA Period" means the period beginning October 19, 2022, through August 31, 2024.

Z. "PAGA Payment" shall mean Forty Thousand Dollars and Zero Cents ($40,000.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted in the Action.

AA. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either Plaintiffs or Defendant, individually.

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

CC. "Plaintiffs" shall mean Evangelina Lozano and Porfirio Santiago.

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

EE. "Released Class Claims" shall mean all class claims alleged, or that reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, including but not limited to violations of

California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1199, 2698, and 2802, and California Business & Professions Code §§ 17200, et seq., and the applicable IWC Wage Orders and California Code of Regulations from the following claims for relief: unfair competition; failure to pay minimum wages; failure to pay overtime wages; failure to provide required meal periods; failure to provide required rest periods; failure to provide wages when due; failure to provide accurate itemized wage statements; failure to reimburse employees for required expenses; and all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, 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.

FF. "Released PAGA Claims" shall mean all PAGA claims alleged in the operative complaint in the Action and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1199, 2698, and 2802, and California Business & Professions Code §§ 17200, et seq., and the applicable IWC Wage Orders and California Code of Regulations from the following claims for relief: unfair competition; failure to pay minimum wages; failure to pay overtime wages; failure to provide required meal periods; failure to provide required rest periods; failure to provide wages when due; failure to provide accurate itemized wage statements; failure to reimburse employees for required expenses; and all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, 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.

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GG. "Released Parties" shall mean Defendant and each of its respective affiliates, subsidiaries, parent companies, related companies, partners, officers, directors, managers, servants, agents, employees, former employees, representatives, franchisors, franchisee, joint employers under any theory of joint employment, and attorneys, past or present, and all persons acting under, by, though, or in concert with any of them.

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. "Santiago Action" shall mean Fresno County Superior Court, Case No. 24CECG00220, filed by Plaintiff Santiago on January 18, 2024, alleging a single cause of action for violations of PAGA which was dismissed on February 4, 2025 following Plaintiff Santiago's addition as a Plaintiff in the Action.

JJ. “Service Award” means an award in the amount of $10,000, or in an amount that the Court authorizes to be paid to each Class Representatives, in addition to their Individual Settlement Payments and Aggrieved Employee Payments, in recognition of their efforts and risks in assisting with the prosecution of the Action.

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

LL. “Settlement Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed $20,000.00.

MM. “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 Defendant. ***All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

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

OO. "Workweeks" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

II. <u>RECITALS</u>

A. On October 19, 2023, Plaintiff Lozano filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On October 19, 2023, Plaintiff Lozano filed a Class Action complaint in the Fresno Superior Court, Case No. 23CECG04411 (the "Action"), alleging claims for:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
2. Failure To Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1;
3. Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
4. Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure To Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202, and 203;
7. Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226;
8. Failure To Reimburse Employees For Required Expenses in Violation of Cal. Lab. Code § 2802.

C. On October 31, 2023, Plaintiff Santiago filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

D. On January 8, 2024, Plaintiff Lozano filed a First Amended Complaint alleging a ninth cause of action for violations of PAGA.

E. On January 18, 2024, Plaintiff Santiago filed a representative action complaint in the Fresno County Superior Court, Case No. 24CECG00220 ("*Santiago* Action"), alleging a single cause of action for violations of PAGA.

F. On November 26, 2024, the Parties stipulated to the filing of a Second Amended Complaint in the Action adding Plaintiff Santiago as a named Plaintiff. The *Santiago* Action was subsequently dismissed.

G. On February 4, 2025, the *Santiago* Action was dismissed.

H. The Class Representatives believe they have 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 Representatives action.

I. 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 Representatives, alleged in the Operative Complaint, and/or alleged in the Class Representatives' PAGA notices to the LWDA are owed, and further contend 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.

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

K. On July 31, 2024, the Parties participated in mediation presided over by Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. On October 22, 2024, the Parties accepted the mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

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

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

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.4 below, Defendant shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendant represents that the Class was comprised of approximately 2,152 Class Members who collectively worked approximately 60,902 Workweeks during the Class Period and 932 Aggrieved Employees who worked 16,700 Pay Periods during the PAGA Period. No later than seven (7) days after the Court orders Preliminary Approval of the Settlement, Defendant will provide the Settlement Administrator with the Class Data. If

the actual number of Workweeks worked during the Class Period exceeds the above number by more than 10%, the settlement amount will be increased by the actual percentage of increased workweeks.

3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator as follows: the First Installment of $400,000 shall be due within ten (10) days after Final Approval of the settlement; the Second Installment of $350,000 shall be made nine (9) months after the First Installment.

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

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

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

D. General Release by Class Representatives. As of the Funding Date, for the consideration set forth in this Agreement, Class Representatives, for themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will waive, release, acquit and forever discharge the Released Parties from any and all claims, known or unknown, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime, double-time, and interest; the calculation of the regular rate of pay; missed meal period and rest period premiums, including failure to pay premiums at the regular rate of compensation; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; all claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2800, and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code sections 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3336, and 3294; California Code of Civil Procedure section 1021.5; the California common law of contract; the Fair Labor Standards Act; 29 CFR 778.315; 29 CFR 778.223; and the Employee Retirement Income Security Act ("ERISA"). Plaintiffs' Released Claims also include all claims for emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law. Class Representatives waive all rights and benefits afforded by section 1542 of the Civil Code. Section 1542 provides:

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

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Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Class Representatives expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims Class Representatives do not know or suspect to exist in Class Representatives' favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Class Representatives warrant that Class Representatives have read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Class Representatives have consulted with or had the opportunity to consult with counsel of Class Representatives' choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Class Representatives understand this Settlement Agreement and the section 1542 waiver, and so Class Representatives freely and knowingly enter into this Settlement Agreement. Class Representatives further acknowledge that Class Representatives later may discover facts different from or in addition to those Class Representatives now know or believe to be true regarding the matters released or described in this Settlement Agreement, and even so Class Representatives agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Class Representatives expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Class Representatives relating thereto.

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

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;

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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 Defendant fully funds the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, the settlement 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.

G. 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.

H. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this

Settlement is not approved by the Court, 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, 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.

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

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

K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiffs will provide 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 review and comment upon the Motion.

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

M. Notice Procedure.

1. Class Data. No later than seven (7) days following the Court's Order of Preliminary Approval, Defendant will provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A** and will include Spanish translation. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and estimated amount of their Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA

Claims and will receive their Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

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

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than thirty (30) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

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

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

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

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

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline. A Request for Exclusion form will be mailed together with the Notice Packet to all Class Members. The Request for Exclusion will not be valid if it is not timely

submitted, if the Class Member does not sign it, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her Aggrieved Employee Payment, as specified below, and in consideration, will be bound by the Release by the PAGA Class as set forth herein. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class

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

N. Allocation of the Gross Settlement Amount.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be 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 40% penalties ("Penalties Portion"), and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and 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.

6. No Additional Payments. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and Aggrieved Employee Payments provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or Aggrieved Employee Payment.

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

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

represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds.

9. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and Aggrieved Employee Payment, Plaintiffs will apply to the Court of not more than $10,000.00 each, as the Service Award. Defendant will not oppose a Service Award of not more than $10,000.00 to each Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Service Award. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendant understands, and will not oppose, a motion for attorneys' fees not to exceed one-third of the Gross Settlement Amount currently estimated to be Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) ***and*** attorneys' expenses supported by declaration not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). Any awarded

Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Class Counsel Award to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Forty Thousand Dollars and Zero Cents ($40,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment ($30,000) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date ("LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment ($10,000) will be distributed to the Aggrieved Employees as described in this Agreement ("Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is $20,000.00.

The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendant with a draft of the Final Approval 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 Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of 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 approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval. The Order and Judgment shall include the full names of any Class Members who opt out of the Settlement.

/ / /

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

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

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

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

T. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

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

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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, considering all relevant factors, present and potential.

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

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

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

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

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

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

DATED: 02/12/2025 ____________________

Evangelina Lozano (Feb 12, 2025 16:07 PST)

EVANGELINA LOZANO

DATED: ____________________ ____________________

PORFIRIO SANTIAGO

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

DATED: ____________________ ____________________

CEN CAL BUILDERS & DEVELOPERS, INC.

____

Printed Name

____

Title

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

DATED: 02/12/2025

Evangelina Lozano (Feb 12, 2025 16:07 PST)

EVANGELINA LOZANO

DATED: 2/18/2025

DocuSigned by:

4257F879A0F143A...

PORFIRIO SANTIAGO

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

DATED: ________________

CEN CAL BUILDERS & DEVELOPERS, INC.

Printed Name

Title

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

DATED: 02/12/2025

Evangelina Lozano (Feb 12, 2025 16:07 PST)

EVANGELINA LOZANO

DATED: _______________

____

PORFIRIO SANTIAGO

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

DocuSigned by:

80C4DD1673CD435...

DATED: 2/24/2025

CEN CAL BUILDERS & DEVELOPERS, INC.

Tommy Phelen

Printed Name

President

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 02/13/2025

JCL LAW FIRM, A.P.C.

By: ____________________

Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiffs and the Settlement Class Members

DATED: 02/13/2025

ZAKAY LAW GROUP, APLC

By: ____________________

Shani O. Zakay, Esq.
Attorneys for Plaintiffs and the Settlement Class Members

DATED: ________________

WORK LAWYERS, PC

By: ____________________

Justin Lo, Esq.
Attorneys for Plaintiffs and the Settlement Class Members

DATED: February 24, 2025

BAKER MANOCK & JENSEN PC

By: ____________________

Diane Coderniz, Esq.
Attorneys for Defendant

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 02/13/2025

JCL LAW FIRM, A.P.C.

By: ____________________
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiffs and the Settlement Class Members

DATED: 02/13/2025

ZAKAY LAW GROUP, APLC

By: ____________________
Shani O. Zakay, Esq.
Attorneys for Plaintiffs and the Settlement Class Members

DATED: 02/19/2025

WORK LAWYERS, PC

By: Justin Lo
Justin Lo, Esq.
Attorneys for Plaintiffs and the Settlement Class Members

DATED: ________________

BAKER MANOCK & JENSEN PC

By: ____________________

Diane Coderniz, Esq.
Attorneys for Defendant

EXHIBIT A

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

***(Evangelina Lozano v. Cen Cal Builders & Developers, Inc.*, Fresno County Superior Court Case No. 23CECG04411)**

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: $<<___>>. 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 Fresno (the "Court") has been reached between Plaintiffs Evangelina Lozano and Porfirio Santiago (hereinafter, "Plaintiffs") and Defendant Cen Cal Builders & Developers, Inc. (hereinafter, "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 persons who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the period beginning January 8, 2020, to August 31, 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 October 19, 2023, Plaintiff Lozano filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On October 19, 2023, Plaintiff Lozano filed a Class Action complaint in the Fresno Superior Court, Case No. 23CECG04411 (the "Action"), alleging claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages in

Violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1; (3) Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure To Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202, and 203; (7) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; and (8) Failure To Reimburse Employees For Required Expenses in Violation of Cal. Lab. Code § 2802. On January 8, 2024, Plaintiff Lozano filed a First Amended Complaint alleging a ninth cause of action for violations of PAGA.

On October 31, 2023, Plaintiff Santiago filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On January 18, 2024, Plaintiff Santiago filed a representative action complaint in the Fresno County Superior Court, Case No. 24CECG00220 ("*Santiago* Action"), alleging a single cause of action for violations of PAGA. On November 26, 2024, the Parties stipulated to the filing of a Second Amended Complaint in the *Lozano* Action adding Plaintiff Santiago as a named Plaintiff (the "Operative Complaint"). On February 4, 2025, the *Santiago* Action was dismissed.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representatives are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or Representatives 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 July 31, 2024, the Parties participated in an all-day mediation with Tripper Ortman, an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Work Lawyers, PC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant have agreed to pay an "all in" amount of Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Awards, and the PAGA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator as follows: the First Installment of $400,000 shall be due within ten (10) days after Final Approval of the settlement; the Second Installment of $350,000 shall be made nine (9) months after the First Installment. "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 $20,000 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 $250,000.00) and actually incurred litigation expenses of not more than $30,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.

- PAGA Payment. A payment of $40,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), $30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $10,000.00 will be distributed to Aggrieved Employees as the "Aggrieved Employee 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 current and former non-exempt California employees employed by Defendant at any time during the period beginning October 19, 2022, through August 31, 2024 ("PAGA Period").

If the Court approves the Settlement, 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 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. Forty percent (40%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty percent (40%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

<u>Conditions of Settlement</u>. 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?

<u>Released Claims</u>. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or that reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1199, 2698, and 2802, and California Business & Professions Code §§ 17200, et seq., and the applicable IWC Wage Orders and California Code of Regulations from the following claims for relief: unfair competition; failure to pay minimum wages; failure to pay overtime wages; failure to provide required meal periods; failure to provide required rest periods; failure to provide wages when due; failure to provide accurate itemized wage statements; failure to reimburse employees for required expenses; and all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, 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, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the Action and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1199, 2698, and 2802, and California Business & Professions Code §§ 17200, et seq., and the applicable IWC Wage Orders and California Code of Regulations from the following claims for relief: unfair competition; failure to pay minimum wages; failure to pay overtime wages; failure to provide required meal periods; failure to provide required rest periods; failure to provide wages when due; failure to provide accurate itemized wage statements; failure to reimburse employees for required expenses; and all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, 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 January 8, 2020, to August 31, 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 (October 19, 2022, through August 31, 2024).

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

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

6. How can I get a payment?

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

The Court will hold a hearing on __________________ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at 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**. Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _______________. The address for the Settlement Administrator is 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 *Evangelina Lozano v. Cen Cal Builders & Developers, Inc.* currently pending in Fresno County Superior Court, Case No. 23CECG04411. 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 ***Evangelina Lozano v. Cen Cal Builders & Developers, Inc.*, Fresno County Superior Court, Case No. 23CECG04411**. 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:	**Class Counsel:**	**Class Counsel:**
Jean-Claude Lapuyade, Esq.	Shani O. Zakay, Esq.	Justin Lo, Esq.
JCL Law Firm, APC	Zakay Law Group, APLC	Work Lawyers PC
5440 Morehouse Drive, Suite 3600	5440 Morehouse Drive, Suite 3600	22939 Hawthorne Blvd, Ste 300
San Diego, CA 92121	San Diego, CA 92121	Torrance, CA 90505
Tel: (619) 599-8292	Tel: (619) 599-8292	Tel: (310) 248-2944
E-Mail: jlapuyade@jcl-lawfirm.com	Email: shani@zakaylaw.com	justin@caworklawyer.com

Counsel for Defendant:
Diane Coderniz, Esq.
Baker Manock & Jensen, PC
5260 North Palm Ave., Suite 201
Fresno, CA 93704
Tel: (559) 432-5400
dcoderniz@bakermanock.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 Fresno County Superior Court, Department 503, located at 1130 O Street, Fresno, CA 93721-2220 before Judge Jeffrey Y. Hamilton, Jr. 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. The Court may reschedule this hearing 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 ***Evangelina Lozano v. Cen Cal Builders & Developers, Inc.*****, Fresno County Superior Court, Case No. 23CECG04411**, Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618 c/o ___________________.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at 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 State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department - Non-Limited	Entered by:
TITLE OF CASE: **Evangelina Lozano vs. Cen Cal Builders & Developers, Inc. / COMPLEX / CLASS ACTION**	
LAW AND MOTION MINUTE ORDER	Case Number: **23CECG04411**

Hearing Date: **March 19, 2025** Hearing Type: **Motion - Prelim Approval Class Settlement**

Department: **403** Judge/Temp. Judge: **Gamoian, Lisa**

Court Clerk: Lopez, Maria Reporter/Tape: **Not Reported**

Appearing Parties:

Plaintiff: No Appearances Defendant: No Appearances

Counsel: Counsel:

[ ] Off Calendar

[ ] Continued to [ ] Set for __ at __ Dept. __ for __

[ ] Submitted on points and authorities with/without argument. [ ] Matter is argued and submitted.

[ ] Upon filing of points and authorities.

[ ] Motion is granted [ ] in part and denied in part. [ ] Motion is denied [ ] with/without prejudice.

[ ] Taken under advisement

[ ] Demurrer [ ] overruled [ ] sustained with __ days to [ ] answer [ ] amend

[X] No requests for Oral Argument. Tentative ruling becomes the order of the court. No further order is necessary.

[X] Pursuant to CRC 3.1312(a) and CCP section 1019.5(a), no further order is necessary. The minute order adopting the tentative ruling serves as the order of the court.

[X] Service by the clerk will constitute notice of the order.

[X] See attached copy of the Tentative Ruling.

[ ] Judgment debtor __ sworn and examined.

[ ] Judgment debtor __ failed to appear.
Bench warrant issued in the amount of $ __

JUDGMENT:
[ ] Money damages [ ] Default [ ] Other __ entered in the amount of:
Principal $__ Interest $__ Costs $__ Attorney fees $__ Total $__
[ ] Claim of exemption [ ] granted [ ] denied. Court orders withholdings modified to $__ per __

FURTHER, COURT ORDERS:
[ ] Monies held by levying officer to be [ ] released to judgment creditor. [ ] returned to judgment debtor.
[ ] $__ to be released to judgment creditor and balance returned to judgment debtor.
[ ] Levying Officer, County of __, notified. [ ] Writ to issue
[ ] Notice to be filed within 15 days. [ ] Restitution of Premises
[ ] Other: __

(27)

Tentative Ruling

Re:	***Evangelina Lozano v. Cen Cal Builders & Developers, Inc. / Complex / Class Action*** Superior Court Case No. 23CECG04411
Hearing Date:	March 19, 2025 (Dept. 403)
Motion:	By Plaintiff for Preliminary Approval of Class Action and PAGA Settlement

Tentative Ruling:

To grant plaintiff's motion for preliminary approval of the class settlement and provisional class certification. Moving counsel shall contact the calendaring clerk to set the final approval hearing.

Explanation:

1. Settlement

The court "bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation. The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement . . . The courts are supposed to be the guardians of the class." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; see also *Koby v. ARS National Services, Inc.* (9th Cir. 2017) 846 F.3d 1071, 1079 ["When, as here, a class settlement is negotiated prior to formal class certification, there is an increased risk that the named plaintiffs and class counsel will breach the fiduciary obligations they owe to the absent class members. As a result, such agreements must withstand an even higher level of scrutiny for evidence of collusion or other conflicts of interest than is ordinarily required under Rule 23(e) before securing the court's approval as fair."].)

"[T]o protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished . . . [therefore] the factual record must be before the . . . court must be sufficiently developed." (*Kullar, supra,* 168 Cal.App.4th at p. 130.) The court must cautiously approach a situation where "there was nothing before the court to establish the sufficiency of class counsel's investigation other than their assurance that they had seen what they needed to see." (*Id.* at p. 129.)

"In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as 'the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.' The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244–245, internal citations omitted, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

Plaintiff contends and provides evidence that the proposed settlement is the product of arms-length adversarial negotiations between counsel for plaintiff and counsel for defendant, including a mediation session with Tripper Ortman, a respected mediator. (See Lapuyade, Decl. ¶¶ 18, 28.) Considering the depth of analysis, the inclusion of realistic probabilities of prevailing verse the attendant risks of not collecting after a trial, the settlement appears reasonable.

Proposed Class Notice

The proposed notice appears to be adequate, as the class administrator will mail out notices to the class members. The notices will provide the class members with information regarding their time to opt out or object, the nature and amount of the settlement, the impact on class members if they do not opt out, the amount of attorney's fees and costs, the service award to the named class representatives, and the settlement administrator's fees and costs. (See Lapuyade, Decl, Ex. 1 - A.) Therefore, the court finds that the proposed class notice is adequate.

Attorney Fees and Costs/Payments to Class Representative and Administrator

Plaintiff's counsel claims to seek attorneys' fees not to exceed one third of the gross award and to include all necessary information in a separate motion for approval of negotiated attorneys' fees. (Lapuyade, Decl. ¶68; Points & Auth. at p. 24:20-24.) Accordingly, at the time of final approval the court can and may award a lesser amount of attorneys' fees. The fees motion should provide a fully supported lodestar analysis, including time/billing statements and justification for the billing rates claimed.

Similarly, the motion also notes that a $10,000 enhancement/service award for the named plaintiff will be the subject of a separate motion. Although such awards are "typical" (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393), the separate motion should include information of plaintiff's assistance for the class and risks borne.

2. *Conditional Certification*

A precertification settlement may stipulate that a defined class be conditionally certified for settlement purposes. The court may make an order approving or denying certification of a provisional settlement class after the preliminary settlement hearing. (Cal. Rules of Court, rule 3.769(d).) Before the court may approve the settlement, however, the settlement class must satisfy the normal prerequisites for a class action.

(*Amchem Products, Inc. v. Windsor* (1997) 521 US 591, 625-627; see also Newberg, *Newberg and Rubenstein on Class Actions* (Westlaw, 2017) Section 7:3 ["The parties' representation of an uncontested motion for class certification does not relieve the Court of the duty of determining whether certification is appropriate.")

"Class certification requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e., that proceeding as a class is superior to other methods. [Citations.] In turn, the community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069, 1089.)

<u>*Numerosity and Ascertainability*</u>

"Whether a class is ascertainable is determined by examining (1) the class definition, (2) the size of the class, and (3) the means available for identifying class members." (*Reyes v. Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271.) In essence, to determine the identity of potential class members, the court will look to whether there are any objective criteria to describe them and whether they can be found without unreasonable expense or effort through business or official records. (*Lewis v. Robinson Ford Sales, Inc.* (2007) 156 Cal.App.4th 359, 369-370, citing *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 706 [proposed class action of taxi cab users from 1960 to 1964 who paid by coupons identifiable where they could be identified by serial numbers which were kept manually, not in computerized form].) Here, the anticipated 2,152 class members are identifiable through defendant's records.

<u>*Community of Interest*</u>

"[T]he 'community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.' " (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021, internal citations omitted.) Common issues predominate when they would be "the principal issues in any individual action, both in terms of time to be expended in their proof and of their importance." (*Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 810.) Common questions need only be "sufficiently pervasive to permit adjudication in a class action rather than in a multiplicity of suits." (*Ibid.*)

In addition, the class representative must be able to represent the class adequately. (*Caro v. Procter & Gamble* (1993) 18 Cal.App.4th 644, 669.) "[I]t has never been the law in California that the class representative must have identical interests with the class members . . . The focus of the typicality requirement entails inquiry as to whether the plaintiff's individual circumstances are markedly different or whether the legal theory upon which the claims are based differ from that upon which the claims of the other class members will be based." (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Plaintiff contends that the class members' claims are premised on whether defendant had legally compliant policies and practices. In addition, the named plaintiffs' claims involve similar legal theories as those asserted by the other class members and class counsel assert credentials and qualifications indicating they are adequate to represent the interests of the class for purposes of settlement. Finally, given the common issues and common evidence, multiple trials do not appear efficient, thus class treatment appears the superior method of adjudication.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: ___**lmg**___ **on** ___**3-18-25**___.
(Judge's initials) (Date)

SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department, Central Division 1130 "O" Street Fresno, California 93724-0002 (559) 457-2000	*FOR COURT USE ONLY*
TITLE OF CASE: Evangelina Lozano vs. Cen Cal Builders & Developers, Inc. / COMPLEX / CLASS ACTION	
CLERK'S CERTIFICATE OF MAILING	CASE NUMBER: 23CECG04411

I certify that I am not a party to this cause and that a true copy of the:

03/19/2025 Minute Order and copy of Tentative Ruling

was placed in a sealed envelope and placed for collection and mailing on the date and at the place shown below following our ordinary business practice. I am readily familiar with this court's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service with postage fully prepaid.

Place of mailing: **Fresno, California 93724-0002**

On Date: **03/19/2025** Clerk, by M. Lopez, Deputy

M. Lopez

Jean-Claude Lapuyade
JCL Law Firm, APC
5440 Morehouse Dr, Suite 3600
San Diego, CA 92121

Diane E. Coderniz
Baker Manock & Jensen, PC
5260 N. Palm Ave, Suite 201
Fresno, CA 93704

☐ Clerk's Certificate of Mailing Additional Address Page Attached

EXHIBIT 3

Esbeidy Campos

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Monday, February 24, 2025 4:44 PM
To: Esbeidy Campos
Subject: Thank you for your Proposed Settlement Submission

02/24/2025 04:43:09 PM

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cecampos%40jcl-lawfirm.com%7C15240aa379c146393fb508dd55357d11%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638760410410116252%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=OjuJ%2Bd3QB3z8OR8bKbLNeNABKmUeyijGV1U1l6R0Ze8%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

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
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, **Esq**.
California Bar Number 351398
Associate Attorney

Biography:

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

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

Education:

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

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

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

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

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

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