

JCL LAW FIRM, APC

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

ZAKAY LAW GROUP, APLC

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

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

RICHARD WINN, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CITY ELECTRIC SUPPLY, a Florida
corporation; and DOES 1-50, Inclusive,

Defendant.

Case No. 37-2023-00040231-CU-OE-CTL

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

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

Judge: Hon. James A. Mangione
Dept.: C-75

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

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

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

9 I. EXHIBITS

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

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
15 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
16 evidencing Class Counsel's compliance with California Labor Code Section 2699(1)(2).

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
18 administration submitted by Apex Class Action LLC, in the amount of \$5,200. Class Counsel requested
19 bids from three (3) settlement administration companies and received the lowest bid from Apex Class
20 Action LLC.

21 II. INTRODUCTION

22 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
23 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
24 The Settlement confers substantial benefits to the Class Members. The relief offered by the Settlement
25 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
26 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
27 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
28 denied or of Defendant prevailing at trial. Given that there are approximately 12,171 Class Members,

1 the average gross recovery is approximately \$2,303.01 (Net Settlement Amount divided by Settlement
2 Class Members). The range of settlement awards will be provided when Plaintiff moves for final
3 approval of the Settlement.

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

9 III. FACTS AND PROCEDURE

10 A. Overview of the Litigation

11 8. Defendant operates an electrical wholesale business throughout California, including San
12 Diego county, where Plaintiff worked. Plaintiff was employed by Defendant from 2007 to
13 approximately January 2023, as a non-exempt employee. Plaintiff alleges that he was denied legally
14 compliant meal and rest periods, and minimum wages and overtime compensation at all times during
15 his employment. Throughout his employment, Plaintiff was subject to Defendant's written policies and
16 procedures contained in, among other documents, the "Employee Handbook."

17 9. Generally, Plaintiff claims that Defendant failed to provide compliant meal and rest
18 periods, failed to pay for all time worked, including time spent performing opening and closing duties,
19 failed to pay overtime and meal period premiums at the correct regular rate of pay, failed to furnish
20 accurate itemized wage statements, failed to reimburse for mandatory business expenses, and failed to
21 pay all wages upon separation. Defendant denies liability for each of Plaintiff's claims. Further,
22 Defendant asserts that it fully complied with all applicable employment laws and raised several other
23 significant defenses to Plaintiff's claims, including but not limited to, asserting that it maintained
24 facially compliant meal and rest period policies, issued compliant wage statements, properly reimbursed
25 all necessary business expenses, paid its employees for all hours worked, and timely paid all wages due
26 upon separation of employment.

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1 10. On July 13, 2023, Plaintiff Winn served Defendant and the Labor and Workforce
2 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
3 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions
4 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
5 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
6 Code Sections 2698, *et seq* (“PAGA”).

7 11. On July 13, 2023, Plaintiff filed a class action complaint in the San Diego County
8 Superior Court, Case No. 37-2023-00029456-CU-OE-CTL (“Class Action”). The Class Action alleged
9 eight causes of action against Defendant for: (1) Unfair Competition in violation of Cal. Bus. & Prof.
10 Code §§ 17200, *et. seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194,
11 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (4)
12 Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the
13 Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab.
14 Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Pay Wages When Due in
15 violation of Cal. Lab. Code §§ 201, 202, and 203; (7) Failure to Provide Accurate Itemized Wages
16 Statements in violation of Cal. Lab. Code § 226; and (8) Failure to Reimburse for Required Expenses
17 in violation of Cal. Lab. Code § 2802.

18 12. On September 18, 2023, Plaintiff filed a separate representative action complaint in the
19 San Diego County Superior Court, Case No. 37-2023-00040231-CU-OE-CTL (“PAGA Action”)
20 alleging a single cause of action for violations of PAGA.

21 13. On August 28, 2023, Defendant filed a notice of removal in the Class Action removing
22 the case to the United States District Court, Southern District of California, Case No. 3:23-cv-01577-
23 RBM-BLM asserting jurisdiction pursuant to 28 U.S.C. sections 1332, 1441, and 1446.

24 14. The Parties subsequently agreed to mediate the case. To prepare for mediation, the Parties
25 agreed to informally exchange additional documents and data points subject to the mediation privilege,
26 including but not limited to, the Class Members’ time data and certain payroll data points. As discussed
27 *infra*, Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to
28 analyze Defendant’s time and payroll data.

1 15. On April 29, 2024, the Parties participated in a full day mediation with wage and hour
2 and PAGA mediator Steven Rottman, Esq. The mediation concluded with a settlement after both sides
3 agreed to a Mediator’s proposal which was subsequently memorialized in the form of a Memorandum
4 of Understanding. Thereafter, the Parties drafted and negotiated a long-form settlement agreement,
5 which is the subject of the instant motion.

6 16. The Parties subsequently stipulated to remand the Class Action to the San Diego County
7 Superior Court and to consolidate the Class Action and PAGA Action for settlement approval purposes.

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

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

14 18. Class Counsel subsequently requested Plaintiff’s employee files from Defendant. In
15 response, Defendant produced dozens of pages of documents, including but not limited to, Plaintiff’s
16 hiring documents, compensation plans, wage and hour policies, and payroll and time records. Class
17 Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate
18 Plaintiff’s claims that Defendant’s failed to, among other things, provide compliant meal and rest
19 periods, to provide accurate wage statements, to pay for all hours worked, to compensate overtime
20 wages and meal period penalties at the correct regular rate of pay, and to reimburse for mandatory
21 business expenses.

22 19. To prepare for mediation, Defendant produced the time and payroll records for the Class
23 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
24 paid to the Class Members, average hourly rate for the Class Members, and copies of applicable
25 handbooks, policies, and agreements. In total, Class Counsel reviewed hundreds of pages of documents
26 and over sixty thousand unique cells of time and payroll data.

27 20. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
28 Members’ payroll and time data. BCG provides data analysis and damage modeling consulting

1 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
2 credentialed and experienced experts in their fields and have provided their expertise on thousands of
3 cases.

4 21. BCG analyzed Defendant's time and payroll data to assist in the development of various
5 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
6 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
7 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
8 meal and rest periods, the amount of unpaid wages, the amount of unpaid overtime, the amount of
9 unreimbursed business expenses, and the amount of missed meal and rest period premiums paid during
10 the Class Period.

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

22 23. Class Counsel only agreed to enter the Settlement following this thorough investigation
23 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
24 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
25 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe
26 this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are
27 fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

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1 **C. ARGUMENT**

2 **A. The Court Should Preliminarily Approve the Settlement**

3 24. On April 29, 2024, the Parties conducted a full day of mediation with Steven Rottman,
4 Esq. Mediator Rottman helped manage the Parties' expectations and provided a useful, neutral analysis
5 of the issues and risks to both sides. The Parties made substantial progress with Mediator Rottman's
6 assistance. Namely, the Parties exchanged information regarding their respective claims and defenses,
7 including their respective evaluation of the damages. The mediation concluded with a settlement, after
8 both sides agreed to a Mediator's proposal. The complete and final terms of the Parties' settlement are
9 now set forth in the Agreement. Class Counsel submit that the Settlement constitutes a fair, adequate,
10 and reasonable compromise of the claims at issue.

11 25. The Parties participated in mediation the mediator Steven Rottman, Esq. Mediator
12 Rottman managed the Parties' expectations and provided a useful, neutral analysis of the issues and
13 risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S.
14 Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against
15 any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a
16 "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
17 proceedings were free of collusion and undue pressure.")) After a full day of mediated negotiations,
18 the Parties reached an agreement and the mediation session concluded with a settlement.

19 26. Once the Parties agreed to the Mediator's proposal, the Parties engaged in negotiations
20 regarding the written terms of the class action settlement. The Agreement is the final product of the
21 mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable
22 compromise of the claims at issue.

23 27. As set forth in greater detail above, Class Counsel conducted a very thorough
24 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
25 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
26 Although no two cases are identical, this research provided Class Counsel with a marker to inform
27 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
28

1 Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage defense
2 counsel in settlement discussions that culminated in the proposed settlement now before the Court.

3 28. Class Counsel only agreed to enter the Settlement following their thorough investigation
4 and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and
5 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
6 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this
7 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
8 reasonable, and adequate, the Court should preliminarily approve the Settlement.

9 29. The Gross Settlement Amount of \$675,000.00 is fair and reasonable considering the
10 nature and magnitude of the claims being settled and the various potential impediments to recovery.
11 Prior to mediation, Class Counsel retained Berger to develop economic damage models measuring
12 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
13 various models were informed by Class Counsel's investigation, including the analysis of a significant
14 sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims*
15 (excluding PAGA Penalties) ranged between \$1,389,054.68 ("Realistic Damages") and \$2,291,951.94
16 ("Maximum Damages") if successful at trial. This range reflects the uncertainty regarding several of
17 the claims. Thus, the Gross Settlement Amount represents a recovery of between 29.45% ("Realistic
18 Damages") and 48.59% ("Maximum Damages") of Defendant's class-wide exposure – well within the
19 recognized range of reasonableness. The following summarizes Defendant's liability exposure.

20 30. Plaintiff alleges that Defendant failed to include certain non-discretionary bonuses and
21 commissions when calculating the regular rate of pay when paying overtime wages and meal period
22 premiums. Specifically, Defendant paid Class Members non-discretionary incentive compensation in
23 the form of "Incentive (Monthly)," "Commission (Monthly)," "Quarterly Bonus (Quarterly)," and
24 "Annual Bonus (Annual)" payments, which were not properly calculated into the regular rate of pay for
25 purposes of overtime and meal period premiums.

26 31. Conversely, Defendant denied liability and asserted it paid retro payments to Class
27 Members that trued up the correct rate of pay for purposes of overtime wages and meal period premiums
28 so as to remedy any underpayment. As a result, Plaintiff discounted this claim by 50% to account for

1 this defense and possible offset resulting therefrom. Plaintiff estimated the range of damages for this
2 claim was between \$90,101.50 and \$180,203.00.

3 32. Plaintiff's alleges that Defendant failed to provide compliant meal periods. In analyzing
4 this claim, Plaintiff's expert found that on average, approximately 50.7% of first meal periods were late.
5 Plaintiff's expert further found that 99.9% of shifts between ten (10) and twelve (12) hours were without
6 a recorded second meal period. Consequently, Plaintiff alleged that he and the Class Members are owed
7 meal period premiums for meal period violations that occurred during the Class Period.

8 33. Conversely, Defendant argued, among other things, that it provided all its employees, i.e.,
9 Class Members and Aggrieved Employees, with the opportunity to take compliant meal periods.
10 Defendant further argued that it adopted and implemented a program whereby employees entered
11 enforceable meal period waivers, and that it provided second meal periods for shifts longer than ten
12 (10) hours. Plaintiff's expert confirmed this to be true and found that 75.2% of meal period violations
13 for shifts between 5 and 6 hours were subject to meal period waivers. Although there appears to be a
14 high violation rate for second meal periods, the damages were minimal considering that less than 13.7%
15 of shifts qualified for a second meal period. Defendant also argued that it paid more than \$146,730 in
16 meal period premiums throughout the Class Period. Thus, Defendant argued that there was no potential
17 liability for Plaintiff's alleged meal period violations and any claimed violations required a highly
18 individualized inquiry not suitable to class treatment.

19 34. Consequently, Plaintiff applied a 25% discount to this claim to account for the high
20 violation rate, facially compliant policies, and payment of meal period premiums. Plaintiff estimated
21 that the damages for this claim ranged from approximately \$605,093.76 to approximately \$806,791.68.

22 35. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
23 Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff, Class Members,
24 and Aggrieved Employees were not able to take timely and duty-free rest periods. Because rest breaks
25 are not recorded and the exact exposure for this claim could not be calculated, BCG assumed a 76.7%
26 violation rate for rest periods, so as to match the violation rate identified for meal periods and based on
27 Plaintiff's testimony and investigation.

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1 36. Again, Defendant denied liability and asserted that it maintained legally compliant rest
2 period policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the
3 evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost
4 entirely, on Class Member testimony, making it a riskier claim at class certification and liability stages.
5 Certification likely would have required depositions of Class Members who provided declarations, and
6 Defendant surely would have obtained opposing declarations stating either rest breaks were taken, or
7 rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013)
8 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence
9 that defendant may have an illegal, written rest break policy is insufficient for this Court to find that
10 common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012)
11 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not
12 generate uniform practices."). Accordingly, Plaintiff's Realistic Damage model applied a 25% discount
13 to the rest break claim. Plaintiff estimated the range of potential outcomes for this claim was between
14 approximately \$605,093.76 to approximately \$806,791.68.

15 37. Plaintiff also alleged that Defendant failed to pay for all hours worked. Specifically,
16 Plaintiff alleged that Defendant had an unlawful rounding policy that resulted in a significant
17 underpayment of wages to Plaintiff and other Class Members. The Court in *Camp v. Home Depot*
18 *U.S.A., Inc.* (2022) 84 Cal. App. 5th 638, review granted, held that any rounding that results in
19 underpayment, even minimal underpayment, and even if facially and as applied neutral, is unlawful.
20 Defendant denied liability and asserted that its employees were paid for all time worked. Defendant
21 argued that it corrected any conceivable rounding issue in 2024 and Plaintiff's expert confirmed this to
22 be true. Furthermore, Defendant argued that, even if successful, this claim resulted in minimal actual
23 damage to the Class members. Thus, Plaintiff applied a 25% discount for this claim and estimated
24 Defendant's exposure for this claim ranged between approximately \$8,787.00 and approximately
25 \$11,716.00.

26 38. Plaintiff also alleged that Defendant failed to pay its employees for all hours worked.
27 Specifically, Plaintiff asserted that Defendant failed to pay employees for time spent preparing the store
28 for openings and closings before and after the start and end of their shifts. Additionally, Plaintiff

1 asserted that Defendant required employees to assist customers both before and after employees clocked
2 in and out for their shifts. Based on Plaintiff's testimony and Class Counsel's investigation, BCG
3 estimated that Class Members performed approximately ten (10) minutes of unpaid work assisting
4 customers in addition to performing opening and closing duties before and after every shift. As a result,
5 Plaintiff, Class Members, and Aggrieved Employees forfeited compensation, including overtime
6 wages, for all the time they spent working under Defendant's control.

7 39. Defendant vigorously denied liability for this claim. Further, Defendant asserted that it
8 had in place a written policy requiring its employees to accurately record all their time worked daily
9 and argued that such written policies and procedures directed its employees not to work while off the
10 clock. Further, Defendant argued that the off-the-clock claim was not suitable to class treatment
11 because individualized issues predominated. For example, even assuming Plaintiff performed work
12 while off-the-clock, which Defendant disputes, Defendant argued that the time spent would vary
13 drastically from class member to class member that it could not be established by common proof.

14 40. Plaintiff recognizes the risks and uncertainties of certifying this claim. Consequently,
15 Plaintiff's Realistic Damage model applied a 75% discount to this claim. Plaintiff estimated
16 Defendant's exposure for this claim ranged between \$13,521.31 and \$54,085.25.

17 41. Plaintiff alleged that Defendant required Class Members and Aggrieved Employees to
18 use their personal cellular phones as a result of and in furtherance of their job duties but were not
19 reimbursed by Defendant. California employers who require employees to incur personal business
20 expenses for work purposes must reimburse the employee for the cost incurred. (*See* Cal. Labor Code
21 § 2802(a), providing that "An employer shall indemnify his or her employee for all necessary
22 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
23 duties, or of his or her obedience to the directions of the employer..."). Specifically, Plaintiff, Class
24 Members, and Aggrieved Employees were required to use their cell phone to send and receive work-
25 related communications. BCG estimated a reasonable \$5 monthly reimbursement rate for Class
26 Members for the use of their personal cell phones.

27 42. Again, Defendant denied any liability for this claim. Defendant argued that its written
28 policies provide for reimbursement to employees for necessary business expenses incurred in the

1 discharge of the employees' duties or at Defendant's direction. Thus, Defendant argued that even if
2 Plaintiff was successful in pursuing this claim, only a small number – approximately half – of the
3 Settlement Class Members would be entitled to relief. This claim was therefore heavily discounted by
4 85% based on Defendant's defenses. Plaintiff estimated Defendant's exposure for this claim ranged
5 between approximately \$317.75 and approximately \$2,118.33.

6 43. Plaintiff also alleged that Defendant failed to furnish its employees with accurate itemized
7 wage statements. Specifically, Plaintiff alleges that as a result of Defendant's failure to provide meal
8 and rest periods as required by the California Labor Code, Plaintiff and other Class Members are entitled
9 to derivative wage statement penalties. (*See Naranjo v. Spectrum Security Services* (2022) 13 Cal. 5th
10 93 (concluding that meal premiums are "wages" entitling employees to derivative wage statement
11 penalties). Further, Defendant argued that even if it failed to furnish accurate wage statements, Plaintiff
12 could not establish the injury requirement on a class-wide basis. As a result, Plaintiff discounted this
13 claim by 50% to account for this defense. Plaintiff estimated that Defendant's exposure for this claim
14 ranged between \$38,525.00 and \$154,100.00.

15 44. Plaintiff also alleged that the Defendant's labor code violations resulted in derivative
16 liability for waiting time penalties. This is Plaintiff's most uncertain claim. Specifically, Defendant
17 argued that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under
18 Labor Code section 203. Notwithstanding the uncertain nature of the claims, Class Counsel's Realistic
19 Model discounted the waiting time penalty claim by 90% and estimated Defendant's exposure for these
20 claims ranged between \$27,614.60 and \$276,146.00.

21 45. Class Counsel's damage models also estimated Defendant's exposure for PAGA
22 penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure ranged between
23 \$12,705.00 and \$744,400.00.

24 46. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$30,000.00
25 which is 4.4% of the Gross Settlement Amount. This amount falls well within the range of approved
26 PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment (\$22,500.00) will be paid to the
27 LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment
28

1 (\$7,500.00) will be distributed to the Aggrieved Employees (“Aggrieved Employee Payment”), which
2 is within the range of PAGA Payment approved by courts and should be approved.

3 **B. Litigation Risks**

4 47. With respect to the most immediate challenge, i.e., class certification, the risks attendant
5 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
6 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded
7 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
8 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
9 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
10 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
11 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
12 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
13 individualized questions of fact not susceptible to class treatment.”); *a.S.A. Cab Ltd.* (2009) 176
14 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
15 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
16 harm); *Campbell v. Best Buy Stores, L.P.,* (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
17 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
18 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
19 certification of driver meal and rest period claims based on the predominance of individual issues).
20 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
21 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
22 settlement.

23 48. Finally, continuing to litigate this action would require continued and extensive resources
24 coupled with significant Court time to proceed through trial and post-trial motions; which can often
25 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
26 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
27 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
28

1 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
2 the risk of an appeal and subsequent reversal is real.

3 49. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$675,000.00 that
4 is roughly between approximately 29.45% of Defendant's *class-wide* liability exposure for damages,
5 and approximately 48.59% of Defendant's maximum class wide liability exposure for damages and
6 statutory penalties. Given the amount of the settlement here, as compared to potential value of the
7 claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

8 **B. Proposed Notice Informs the Class About the Case and Settlement**

9 50. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class
10 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
11 mail the proposed Notice Packet to all Class Members. The Notice will include information regarding
12 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
13 procedure, and time period within which to requests for exclusions or objections to the Settlement, the
14 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
15 and scope of the Released Claims. Agreement at § III(M)(2). The Parties negotiated this method to
16 ensure delivering the most reasonable method of notice to the Class Members while ensuring cost
17 effective administration of the Settlement.

18 51. Accordingly, both the method of disseminating the Notice Packet and content of the
19 Notice Packet satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41
20 Cal.3d 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed
21 compromise and of the options open to dissenting class members."))

22 **C. The Court Should Preliminarily Approve the Service Award**

23 52. The Settlement provides for a Class Representative Service Award of \$7,500.00 to
24 Plaintiff. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing the
25 action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class
26 Counsel on the status of his case and the strategies for prosecuting the claims, reviewing the proposed
27 Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class Members,
28 and agreeing to provide Defendant a general release of all claims arising out of his employment.

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

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

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

11 55. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
12 preliminary approval of the Settlement is granted. Plaintiff respectfully submit that the above showing
13 is sufficient for preliminary approval of the negotiated attorneys' fees.

14 **E. The Court Should Provisionally Certify the Settlement Class**

15 56. For Settlement purposes only, Plaintiff contends, and Defendant does not dispute, that
16 provisional certification of the Class is appropriate.

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

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

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

1 interests of the Class Member by initiating this litigation, undertaking extensive class discovery, and
2 evaluating the proposed settlement to assure that it is fair.

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

8 **F. Class Counsel's Experience**

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

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

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

28 ///

64. 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.

65. 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.

66. Consequently, I was 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.)

67. 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 “4.”** Some of the major cases the Firm has undertaken are also set forth in **Exhibit “4.”**

68. I am not aware of any class, representative, or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action. I made reasonable inquiry of other members of my law firm and associated law firms to determine whether those attorneys are aware of any such similar actions, which they are not.

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

JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

RICHARD WINN, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

CITY ELECTRIC SUPPLY COMPANY, a
Florida corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 37-2023-00040231-CU-OE-CTL

[Complaint Filed: September 18, 2023]

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

Judge: Hon. James A. Mangione
Dept.: C-75

This Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims is entered into by and between Plaintiff Richard Winn (hereinafter collectively “Plaintiff”), an individual, on behalf of himself and all other similarly situated current and former employees, and in his representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant City Electric Supply Company (hereinafter “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class and PAGA action lawsuit designated *Winn v. City Electric Supply Company*, Case No. 37-2023-00029456-CU-OE-CTL, initiated on July 13, 2023, and removed on August 29, 2023 to the United States District Court, Southern District of California, Case No. 3:23-cv-01577-RBM-BLM (the “Class Action”) and *Winn v. City Electric Supply Company*, San Diego County Superior Court, Case No. 37-2023-00040231-CU-OE-CTL, filed September 18, 2023 (the “PAGA Action”) (collectively referred to as the “Action”).
- B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously were employed by Defendant in California at any time during the PAGA Period.
- C. “Aggrieved Employee Payment” shall mean the Aggrieved Employees’ pro-rata share of the 25% portion of the PAGA Payment allocated and distributed to the Aggrieved Employees.
- D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- E. “Class Action” means *Winn v. City Electric Supply Company*, Case No. 37-2023-00029456-CU-OE-CTL, initiated on July 13, 2023, and removed on August 29, 2023 to the United States District Court, Southern District of California, Case No. 3:23-cv-01577-RBM-BLM.
- F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay of Zakay Law Group, APLC.
- 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 Plaintiff

1 and the Class in the Action, consisting of attorneys' fees currently not to exceed one-
2 third of the Gross Settlement Amount currently estimated to be \$225,000 out of
3 \$675,000.00, plus costs and expenses in the amount up to \$25,000.00. Class
4 Counsel's award for attorneys' fees will be divided equally between Class Counsel
5 (50% to JCL Law Firm, APC; and 50% to Zakay Law Group, APLC).

6 H. "Class Data" means information regarding Class Members that Defendant will in
7 good faith compile from its records and provide to the Settlement Administrator. It
8 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
9 Member's full name; last known address; Social Security Number; and the
10 information necessary to determine the estimated settlement allocation to each
11 Settlement Class Member, including without limitation, the total number of
12 Workweeks and Pay Period worked by each Class Member and Aggrieved Employee
13 during the Class and PAGA Periods.

14 I. "Class Members" or the "Class" means all persons who are or previously were
15 employed by Defendant in California and classified as non-exempt employees during
16 the Class Period.

17 J. "Class Period" means the period from beginning July 13, 2019 through June 30, 2024.

18 K. "Class Representative" shall mean plaintiff Richard Winn.

19 L. "Class Representative Service Award" means the amount of up to and not to exceed
20 Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) that the Court
21 authorizes to be paid to the Class Representative, in addition to his Individual Class
22 Payment and his Aggrieved Employee Payment, in recognition of his efforts and risks
23 in assisting with the prosecution of the Action.

24 M. "Court" means the Superior Court for the State of California, County of San Diego
25 currently presiding over the Action.

26 N. "Defendant" shall mean City Electric Supply Company.

27 O. "Effective Date" means the date that all of the following events have occurred: (i) the
28 long-form Stipulation of Settlement has been executed by Richard Winn, Defendant,

1 Class Counsel and Defendant's Counsel; (ii) the Court has given preliminary approval
2 to the Settlement; (iii) the Notice has been sent to the Class Members, providing them
3 the opportunity to object to the Settlement, and the opportunity to opt out of the
4 Settlement; (iv) the Court has held a formal fairness hearing and entered the Court's
5 Final Order and Judgment; (v) the later of the following events: (A) when the period
6 for filing any appeal, writ, intervention, or other proceeding opposing the Settlement
7 has elapsed without any appeal, writ, intervention, or other proceeding having been
8 filed; (B) when any appeal, writ, intervention, or other proceeding opposing the
9 Settlement has been dismissed finally and conclusively with no right to pursue further
10 remedies or relief; or (C) when any appeal, writ, intervention, or other proceeding has
11 upheld the Court's Final Order and Judgment with no right to pursue further remedies
12 or relief. If the Court declines to approve the Settlement or the Effective Date
13 otherwise fails to occur, the entire Settlement is deemed void and unenforceable as if
14 no settlement of any claim was ever reached. All negotiations, statements and
15 proceedings and data relating thereto shall be protected by California Evidence Code
16 §1152 and shall be without prejudice to the rights of any of the Parties.
17 Notwithstanding the above, the Release of the Released Class Claims and the
18 Released PAGA Claims shall only be effective upon funding of the Gross Settlement
19 Amount in full by Defendant.

20 P. "Funding Date" shall mean fifteen (15) days after the Effective Date, as defined in
21 I(O), and is the date Defendant transfers the Gross Settlement Amount into the QSF
22 in accordance with the terms of this Agreement, unless the 15th day falls on a bank
23 holiday or weekend, in which case Defendant shall fund the settlement on the next
24 day that is not a holiday or weekend day.

25 Q. "Gross Settlement Amount" means Six Hundred Seventy-Five Thousand Dollars and
26 Zero Cents (\$675,000.00) that Defendant must pay into the QSF in connection with
27 this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
28 Representative Service Award, the Class Counsel Award, PAGA Payment and the

Settlement Administration Expenses. *Except for* the employer's share of payroll tax, if any, triggered by any payment under this Settlement, and Section III(A)(2) below, \$675,000 shall be the maximum sum that Defendant will be required to pay under this Settlement

R. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment (\$22,500) allocated to the California Labor and Workforce Development Agency.

T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement Administration Expenses. Any amounts not approved by the Court will become part of the Net Settlement Amount for distribution to Settlement Class Members and will not be grounds for voiding the Agreement.

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

V. "Operative Complaint" means a consolidated class and PAGA amended complaint, following remand of the Class Action, Case No. 3:23-cv-01577-RBM-BLM, currently pending in the Southern District of California, and filing of a First Amended Complaint in the PAGA Action, Case No. 37-2023-00040231-CU-OE-CTL, currently pending in the San Diego Superior Court.

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

X. "PAGA Action" means *Winn v. City Electric Supply Company*, San Diego County Superior Court, Case No. 37-2023-00040231-CU-OE-CTL, filed September 18, 2023.

- 1 Y. "PAGA Payment" shall mean Thirty Thousand Dollars and Zero Cents (\$30,000.00)
2 to be allocated from the Gross Settlement Amount in settlement of the Released
3 PAGA Claims. Seventy-Five percent (75%) of the PAGA Payment shall be allocated
4 to the LWDA and the remaining twenty-five percent (25%) shall be allocated and
5 distributed to the Aggrieved Employees.
- 6 Z. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
7 for each Aggrieved Employee divided by the sum-total of the pay periods for all
8 Aggrieved Employees during the PAGA Period.
- 9 AA. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
10 Employee Payment, as defined herein, means the number of pay periods of
11 employment during the PAGA Period that each Aggrieved Employee worked in
12 California.
- 13 BB. "PAGA Period" means the period beginning July 13, 2022, through June 30, 2024.
- 14 CC. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
15 Plaintiff or Defendant, individually.
- 16 DD. "Payment Ratio" means the respective Workweeks for each Class Member divided
17 by the sum-total Workweeks for all Class Members.
- 18 EE. "Plaintiff" shall mean Richard Winn.
- 19 FF. "QSF" means the Qualified Settlement Fund established, designated, and maintained
20 by the Settlement Administrator to fund the Gross Settlement Amount.
- 21 GG. "Released Class Claims" means all claims that were alleged, or reasonably could have
22 been alleged, based on facts stated in the Operative Complaint which occurred during
23 the Class Period during employment in a non-exempt position in California. Released
24 Class Claims include: (a) the claims set forth in the Action, specifically including but
25 not limited to: alleged failure to pay minimum wages in Violation of California Labor
26 Code sections 1194, 1197 and 1197.1; failure to pay overtime wages in Violation of
27 California Labor Code sections 510 *et seq.*, 204, 510, 512, 518, 558, and 1194; failure
28 to provide required meal periods in Violation of California Labor Code sections 226.7

1 and 512 and the Applicable IWC Wage Order; failure to provide required rest periods
2 in Violation of California Labor Code sections 226.7 and 512 and the Applicable IWC
3 Wage Order; failure to provide wages when due in Violation of California Labor Code
4 sections 201, 202 and 203; failure to provide accurate itemized statements in
5 Violation of California Labor Code section 226; failure to reimburse employees for
6 required business expenses in Violation of California Labor Code section 2802;
7 violation of California Labor Code section 246; violation of California Labor Code
8 section 221, violation of California Labor Code section 204; and, unfair competition
9 in Violation of California Business and Professions Code section 17200 arising from
10 the violations of the California labor code listed herein; and, including but not limited
11 to alleged violations of California Labor Code sections 201, 201.3, 202, 203, 204,
12 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5,
13 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804 and the Applicable
14 Industrial Wage Order(s); (b) premiums in connection therewith, as well as any claims
15 under the California Labor Code and California Industrial Welfare Commission Wage
16 Orders that were alleged or which could have been alleged under the same facts,
17 allegations and/or claims pleaded in the Action; (c) Any claims for injunctive relief,
18 declaratory relief, restitution, fraudulent business practices or punitive damages
19 alleged or which could have been alleged under the facts, allegations and/or claims
20 pleaded in the complaints filed as part of the Action; and (d) Any and all other claims
21 under California common law, the California Labor Code, the Fair Labor Standards
22 Act, California Industrial Welfare Commission Wage Orders, and the California
23 Business and Professions Code alleged in or that could have been alleged under the
24 same facts, allegations and/or claims pleaded in the Action. In addition, to the extent
25 required by law, the cashing of the settlement check by the Settlement Class Member
26 shall be deemed to be an opt-in for purposes of releasing Releasees from any claims
27 predicated under the FLSA that could have been alleged under the same or similar
28 facts, allegations and/or claims pleaded in the Action. The Settlement Administrator

1 shall include a legend on the settlement check stating “By cashing this check, I am
2 opting into the settlement in *Richard Winn v. City Electric Supply Company*, Case
3 No. 37-2023-00040231-CU-OE-CTL, under FLSA, 29 U.S.C. § 216(b), and releasing
4 the Released Claims described in the Settlement Agreement.”

5 HH. “Released PAGA Claims” means all claims for penalties under the Private Attorneys
6 General Act arising from the claims pleaded in the Operative Complaint in the Action
7 and/or which could have reasonably been alleged under the same facts, allegations
8 and/or claims pleaded in the Action, against the Released Parties for work performed
9 during the PAGA Period. Released PAGA Claims specifically include claims for
10 PAGA penalties premised on claims for unpaid wages, failure to timely pay wages
11 upon separation or termination from employment, failure to timely pay wages during
12 employment, failure to provide sick pay wages, non-compliant meal periods, non-
13 compliant rest periods, failure to pay meal and rest break premiums, non-compliant
14 wage statements, reimbursement for business expenses, and claims for interest in
15 connection therewith. “Released PAGA Claims” also include claims for PAGA
16 penalties premised on any claims under the California Labor Code and California
17 Industrial Welfare Commission Wage orders that were alleged or which could have
18 been alleged under the same facts, allegations and/or claims pleaded in the Action or
19 PAGA Notices, and any claims for injunctive relief, declaratory relief, fraudulent
20 business practices alleged or which could have been alleged under the facts,
21 allegations and/or claims pleaded.

22 II. “Released Parties” shall mean Defendant City Electric Supply Company, and any of
23 its past, present and future direct or indirect parents, subsidiaries, predecessors,
24 successors, affiliates, and all entities that could be held to be joint employers, as well
25 as each of its or their past, present and future officers, directors, employees, partners,
26 members, shareholders and agents, attorneys, insurers, reinsurers, and any individual
27 or entity which could be jointly liable with Defendant.
28

- JJ. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- KK. “Response Deadline” means the date forty-five (45) 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.
- LL. “Settlement” means the disposition of the Action pursuant to this Agreement.
- MM. “Settlement Administrator” means Apex Class Action LLC, 18 Technology Drive, Suite 164 Irvine, CA 92618. 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 Administration Expenses” shall mean the amount to be paid for the costs of administration of the Settlement from the Gross Settlement Amount in an amount not to exceed \$5,200.00.
- OO. “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.
- PP. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California.

II. RECITALS

- A. On July 13, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

1 B. On July 13, 2023, Plaintiff filed a Class Action complaint in the Superior Court for
2 the State of California, County of San Diego Case No. 37-2023-29456-CU-OE-CTL
3 (“Class Action”) alleging causes of action for:

- 4 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 et seq.;
- 5 2. Failure To Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197
6 & 1197.1;
- 7 3. Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq;
- 8 4. Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§
9 226.7 & 512 and the Applicable IWC Wage Order;
- 10 5. Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§
11 226.7 & 512 and the Applicable IWC Wage Order;
- 12 6. Failure To Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,
13 202 and 203;
- 14 7. Failure To Provide Accurate Itemized Statements in Violation of Cal. Lab.
15 Code § 226; and
- 16 8. Failure To Reimburse Employees For Required Expenses in Violation of Cal.
17 Lab. Code § 2802.

18 C. On August 28, 2023, Defendant filed a Notice of Removal removing the Class Action
19 to the United States District Court, Southern District of California, Case No. 3:23-cv-
20 01577-RBM-BLM.

21 D. On September 18, 2023, Plaintiff filed a separate representative action in the Superior
22 Court for the State of California, County of San Diego Case No. 37-2023-00040231-
23 CU-OE-CTL alleging a single cause of action for violations of PAGA (“PAGA
24 Action”).

25 E. The Class Representative believes he has meritorious claims based on alleged
26 violations of the California Labor Code, and the Industrial Wage Commission Orders,
27 and that class certification is appropriate because the prerequisites for class
28

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

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

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

26 H. On April 29, 2024, the Parties participated in mediation presided over by Steven
27 Rottman, Esq., a mediator of wage and hour class and PAGA actions. The mediation
28 concluded with a settlement after both sides agreed to a Mediator's proposal which

1 was subsequently memorialized in the form of a Memorandum of Understanding
2 (“MOU”).

3 I. Upon the execution of this Agreement, the Parties shall promptly stipulate to remand
4 the Class Action to the Superior Court for the State of California, County of San Diego
5 and to consolidate the Class Action and PAGA Action for settlement approval
6 purposes. By so stipulating to remand, Defendant does so only for purposes of
7 settlement and does not waive any right, argument, or defense with respect to federal
8 jurisdiction. Should final approval not occur, Plaintiff shall not challenge any efforts
9 by Defendant to remove the claim to federal court on account of timeliness, waiver,
10 or other grounds arising from Defendant’s stipulation to remand for purposes of
11 settlement. Notwithstanding the above, should final approval not occur, and should
12 Defendant remove the claim to federal court, Plaintiff shall reserve the right to seek
13 remand on the basis of lack of jurisdiction under CAFA or otherwise, or any other
14 legal basis other than timeliness or waiver.

15 J. Upon the execution of this Agreement, the Parties will promptly stipulate to the filing
16 of a First Amended Complaint in the PAGA Action to consolidate the Class Action
17 and PAGA Action for purposes of settlement approval.

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

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

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

3 M. The Parties agree to certification of the Class for purposes of this Settlement only. If
4 for any reason the settlement does not become effective, Defendant reserves the right
5 to contest certification of any class for any reason and reserves all available defenses
6 to the claims in the Action.

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

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendant.

10 1. Settlement Consideration. In full and complete settlement of the Action, and
11 in exchange for the releases set forth below, Defendant will pay the sum of
12 the Individual Settlement Payment, the Class Representative Service Award,
13 the Class Counsel Award, PAGA Payment, and the Settlement Administration
14 Expenses, as specified in this Agreement, equal to the Gross Settlement
15 Amount of Six Hundred Seventy-Five Thousand Dollars and Zero Cents
16 (\$675,000.00). The Parties agree that this is a non-reversionary Settlement and
17 that no portion of the Gross Settlement Amount shall revert to Defendant.
18 Other than the Defendant's share of employer payroll taxes and as provided
19 for in Section III(A)(2) below, if any, Defendant shall not be required to pay
20 more than the Gross Settlement Amount, except as provided for hereinbelow.

21 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
22 Class was comprised of 166 Class Members who collectively worked
23 approximately 12,171 Workweeks ("Projected Workweeks") from July 13,
24 2019 through the date that Defendant supplied the class demographics or
25 approximately March 15, 2024, and 104 Aggrieved Employees who worked
26 a total of 2,541 Pay Periods from July 13, 2022 through the date that
27 Defendant supplied the class demographics or approximately March 15, 2024.
28 In the event the actual number of workweeks worked by class members during

1 the Class Period increases by more than 10%, i.e., more than 1,217.1, then
2 Defendant shall increase its contribution to the Gross Settlement Amount on
3 proportional basis in excess of ten percent. For example, if there were an 11%
4 increase in actual Workweeks during the Class Period, the Gross Settlement
5 Amount shall increase by 1%. Alternatively, Defendant will have the option
6 to cut off the Class Period to the date on which the total Workweeks exceeded
7 one hundred and ten percent of the estimated 12,171 workweeks or
8 approximately 13,388 workweeks. In regard hereto, Defendant will provide
9 the Settlement Administrator with the Class Data within fifteen (15) days
10 before the deadline for filing the motion for preliminary approval of the
11 settlement, confirming the number of applicable Class Members and
12 workweeks they worked during the applicable Class Period.

13 3. Settlement Payment. Defendant shall pay the Gross Settlement Amount to the
14 Settlement Administrator by the Funding Date.

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

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

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

27 D. General Release of Claims by Plaintiff. Except for those claims specifically excluded
28 in paragraph 2(b) of Plaintiff's Individual Settlement Agreement, upon Plaintiff's

1 receipt of the monetary consideration described in paragraph 4 of his Individual
2 Settlement Agreement, Plaintiff, in his individual capacity only, knowingly and
3 voluntarily releases and forever discharges the Released Parties from any and all
4 actions, claims, demands, obligations, agreements, or proceedings of any kind,
5 whether known or unknown, at this time. Accordingly, Plaintiff, on Plaintiff's own
6 behalf and, insofar as permitted by law, on behalf of Plaintiff's heirs, family members,
7 executors, agents, and assigns (collectively, the "Plaintiff Releasers") hereby and
8 forever releases the Released Parties from, and agrees not to sue concerning, or in any
9 manner to institute, prosecute, or pursue, any claim, complaint, charge, duty,
10 obligation, demand, or cause of action relating to any matters of any kind, whether
11 presently known or unknown, suspected or unsuspected, that Plaintiff or the Plaintiff
12 Releasers may possess against any of the Released Parties arising from any omissions,
13 acts, facts, or damages that have occurred up until and including the Effective Date of
14 this Settlement Agreement, including, without limitation: any and all claims relating
15 to, or arising from, Plaintiff's employment relationship with Defendant and the
16 termination of that relationship, from any and all claims, whether known or unknown,
17 which exist or may exist on his behalf as of the date of this Agreement, including but
18 not limited to any and all tort claims, contract claims, wage claims, wrongful
19 termination claims, disability claims, benefit claims, public policy claims, retaliation
20 claims, statutory claims, personal injury claims, emotional distress claims, invasion of
21 privacy claims, defamation claims, fraud claims, quantum meruit claims, defamation;
22 libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false
23 imprisonment; conversion; and disability benefits; and any and all claims arising under
24 any federal, state or other governmental statute, law, regulation or ordinance, or any
25 state constitution, including, but not limited to claims for violation of the Fair Labor
26 Standards Act, the California Labor Code (except those provisions asserted in the
27 Action), the Wage Orders of California's Industrial Welfare Commission, other state
28 wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in

1 Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII
2 of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act
3 of 1973, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting
4 Act; the Worker Adjustment and Retraining Notification Act, the Older Worker
5 Benefit Protection Act of 1990, the Sarbanes-Oxley Act of 2002, the Immigration
6 Control and Reform Act; the Genetic Information Non-Discrimination Act, the
7 Occupational Safety and Health Act, the California Fair Employment and Housing
8 Act, the California Family Rights Act, the Family Medical Leave Act, California's
9 Whistleblower Protection Act, California Business & Professions Code Section 17200
10 et seq., any claim for any loss, cost, damage, or expense arising out of any dispute over
11 the non-withholding or other tax treatment of any of the proceeds received by Plaintiff
12 as a result of this Settlement Agreement, any and all claims for attorneys' fees and
13 costs, and any and all claims arising under any federal, state or other governmental
14 statute, law, regulation or ordinance.

15 E. Waiver of California Civil Code section 1542. To affect a full and complete general
16 release as described in his Individual Settlement Agreement, Plaintiff, only on behalf
17 of Plaintiff Releasors, expressly waives and relinquishes all rights and benefits of
18 section 1542 of the Civil Code of the State of California and does so understanding
19 and acknowledging the significance and consequence of specifically waiving section
20 1542. Section 1542 of the Civil Code of the State of California states as follows:

21 **A general release does not extend to claims that the creditor**
22 **or releasing party does not know or suspect to exist in his**
23 **or her favor at the time of executing the release and that, if**
24 **known by him or her, would have materially affected his or**
25 **her settlement with the debtor or released party.**

26
27 Thus, notwithstanding the provisions of section 1542, and to implement a full and
28 complete release and discharge of the Released Parties, Plaintiff expressly

acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement and his Individual Settlement Agreement (collectively, the "Settlement Agreements"), and that the Settlement Agreements contemplate the extinguishment of any such claims. Plaintiff warrants that he has read the Settlement Agreements, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about the Settlement Agreements and specifically about the waiver of section 1542, and that Plaintiff understands these Settlement Agreements and the section 1542 waiver, and so Plaintiff voluntarily, freely, and knowingly enters into the Settlement Agreements. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in the Settlement Agreements, and even so Plaintiff agrees that the releases and agreements contained in the Settlement Agreements shall remain effective in all respects regardless of any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in the Settlement Agreements or with regard to any facts now unknown to Plaintiff relating thereto.

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

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

any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendant fully funds the Gross Settlement Amount.

G. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally 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, or if Defendant fails to fully fund the Gross Settlement Amount, or if Defendant exercises its unilateral right to nullify the Settlement if 10 or more Class Members opt out of the Settlement:

1. This Settlement Agreement and Memorandum of Understanding 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. Defendant shall have no obligation to make any payments to any party, Class Member, the State of California, Aggrieved Employee, or attorney;
3. 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
4. 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.
5. All negotiations, statements, and proceedings relating to the Agreement shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement. Except as otherwise discoverable, this Agreement, the MOU, their ancillary documents, actions, statements or filings in furtherance of settlement (including all matters

associated with mediation) shall be subject to the mediation privilege and inadmissible as evidence in accordance therewith.

6. If Defendant fails to fully 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 Expenses incurred to the date of nullification unless Defendant exercises its unilateral right to nullify the Settlement if 10 or more Class Members opt out of the Settlement.

H. Certification of the Settlement 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, 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

1 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
2 such communication or disclosure constitute or be construed or be relied upon as, tax
3 advice within the meaning of United States Treasury Department circular 230 (31 CFR
4 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
5 her or its own, independent legal and tax counsel for advice (including tax advice) in
6 connection with this Agreement, (b) has not entered into this Agreement based upon
7 the recommendation of any other Party or any attorney or advisor to any other Party,
8 and (c) is not entitled to rely upon any communication or disclosure by any attorney
9 or adviser to any other party to avoid any tax penalty that may be imposed on the
10 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
11 any limitation that protects the confidentiality of any such attorney's or adviser's tax
12 strategies (regardless of whether such limitation is legally binding) upon disclosure by
13 the acknowledging party of the tax treatment or tax structure of any transaction,
14 including any transaction contemplated by this Agreement.

15 K. Preliminary Approval Motion. Class Counsel shall draft and file with the Court a
16 Motion for Order Granting Preliminary Approval and supporting papers within a
17 reasonable period of time after complete execution of this agreement and Defendant
18 provides the Settlement Administrator with the Class Data confirming the number of
19 workweeks Class Members worked during the applicable Class Period, and will
20 provide Defendant with a draft of the Motion at least three (3) business days prior to
21 the filing of the Motion to give Defendant an opportunity to propose changes or
22 additions to the Motion.

23 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
24 establishing and administering the QSF; calculating, processing and mailing payments
25 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
26 mailing the Notice Packets to the Class Members as directed by the Court; receiving
27 and reporting the objections and requests for exclusion; calculating, deducting and
28 remitting all legally required taxes from Individual Settlement Payments and

1 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
2 Settlement Payments and/or Aggrieved Employee Payment; processing and mailing
3 tax payments to the appropriate state and federal taxing authorities; providing
4 declaration(s) as necessary in support of preliminary and/or final approval of this
5 Settlement; and other tasks as the Parties mutually agree or the Court orders the
6 Settlement Administrator to perform. The Settlement Administrator shall keep the
7 Parties timely apprised of the performance of all Settlement Administrator
8 responsibilities by among other things, sending a weekly status report to the Parties'
9 counsel stating the date of the mailing, the of number of Elections Not to Participate
10 in Settlement it receives (including the numbers of valid and deficient), and number of
11 objections received.

12 M. Notice Procedure.

13 1. Class Data. If any updates are needed to the Class Data provided to the
14 Administrator two weeks prior to the filing of the Motion for Preliminary
15 Approval as contemplated in Paragraph K, no later than fifteen (15) calendar
16 days after the Preliminary Approval Date, Defendant shall provide the
17 Settlement Administrator with the Class Data for purposes of preparing and
18 mailing Notice Packets to the Class Members.

19 2. Notice Packets.

20 a) The Notice Packet shall contain the Notice of Class Action Settlement
21 in a form substantially similar to the form attached as **Exhibit A**. The
22 Notice of Class Action Settlement shall inform Class Members and
23 Aggrieved Employees that they need not do anything in order to
24 receive an Individual Settlement Payment and/or Aggrieved Employee
25 Payment and to keep the Settlement Administrator apprised of their
26 current mailing address, to which the Individual Settlement Payments
27 and/or Aggrieved Employee Payment will be mailed following the
28 Funding Date. The Notice of Class Action Settlement shall set forth

1 the release to be given by all members of the Class who do not request
2 to be excluded from the Settlement Class and/or Aggrieved
3 Employees' in exchange for an Individual Settlement Payment and/or
4 Aggrieved Employee Payment, the number of Workweeks worked by
5 each Class Member during the Class Period and PAGA Period, if any,
6 and the estimated amount of their Individual Settlement Payment if
7 they do not request to be excluded from the Settlement and each
8 Aggrieved Employee's share of the PAGA Payment, if any. The
9 Settlement Administrator shall use the Class Data to determine Class
10 Members' Workweeks and PAGA Pay Periods. The Notice will also
11 advise the Aggrieved Employees that they will release the Released
12 PAGA Claims and will receive their share of the PAGA Payment
13 regardless of whether they request to be excluded from the Settlement.

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

20 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
21 Settlement Administrator will perform a search based on the National Change
22 of Address Database to update and correct any known or identifiable address
23 changes. No later than fourteen (14) calendar days after receiving the Class
24 Data from Defendant, the Settlement Administrator shall mail copies of the
25 Notice Packet to all Class Members via regular First-Class U.S. Mail. The
26 Settlement Administrator shall exercise its best judgment to determine the
27 current mailing address for each Class Member. The address identified by the
28

1 Settlement Administrator as the current mailing address shall be presumed to
2 be the best mailing address for each Class Member.

3 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
4 Administrator as non-delivered on or before the Response Deadline shall be
5 re-mailed to any forwarding address provided. The Settlement Administrator
6 will re-mail Notices within five (5) days of receiving a returned Notice. If no
7 forwarding address is provided, the Settlement Administrator shall promptly
8 attempt to determine a correct address by lawful use of skip-tracing, or other
9 search using the name, address and/or Social Security number of the Class
10 Member involved, and shall then perform a re-mailing, if another mailing
11 address is identified by the Settlement Administrator. Class Members who
12 received a re-mailed Notice Packet shall have their Response Deadline
13 extended fifteen (15) days from the original Response Deadline.

14 5. Disputes Regarding Individual Settlement Payments. Class Members will
15 have the opportunity, should they disagree with Defendant's records regarding
16 the start and end dates of employment, to provide documentation and/or an
17 explanation to show contrary dates. The Parties agree that if any member of
18 the Settlement Class disputes the basis for determining their share of the Net
19 Settlement Amount, Defendant's records shall presumptively control. The
20 Settlement Administrator shall determine the eligibility for, and the amounts
21 of, any Individual Settlement Payments under the terms of this Agreement.
22 The Settlement Administrator's determination of the eligibility for and
23 amount of any Individual Settlement Payment shall be binding upon the Class
24 Member and the Parties, except as provided herein below in Section III(K)(6).
25 If there is a dispute that the Administrator cannot resolve through
26 documentation or acceptable explanation, the Settlement Administrator will
27 consult with the Parties to determine whether an adjustment is warranted.
28

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

7 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
8 Packet shall state that Class Members who wish to exclude themselves from
9 the Settlement must submit a signed copy of the Request for Exclusion form
10 that will be mailed together with the Notice Packet to all Class Members. The
11 Request for Exclusion will not be valid if it is not timely submitted, if the
12 Class Member does not sign it, or if it does not contain the name and address
13 and last four digits of the Social Security number of the Class Member. The
14 date of the postmark on the mailing envelope or fax stamp on the Request for
15 Exclusion shall be the exclusive means used to determine whether the request
16 for exclusion was timely submitted. Any Class Member who submits a timely
17 Request for Exclusion shall be excluded from the Settlement Class will not be
18 entitled to an Individual Settlement Payment and will not be otherwise bound
19 by the terms of the Settlement or have any right to object, appeal or comment
20 thereon. However, any Class Member that submits a timely Request for
21 Exclusion that is also a member of the Aggrieved Employees will still receive
22 his/her pro rata share of the PAGA Payment, as specified below, and in
23 consideration, will be bound by the Release by the Aggrieved Employees as
24 set forth herein. Settlement Class Members who fail to submit a valid and
25 timely Request for Exclusion on or before the Response Deadline shall be
26 bound by all terms of the Settlement and any final judgment entered in this
27 Action if the Court approves the Settlement. No later than fifteen (15)
28 calendar days after the Response Deadline, the Settlement Administrator shall

1 provide counsel for Defendant with a final list of the Class Members who have
2 timely submitted timely Requests for Exclusion. At no time shall any of the
3 Parties or their counsel seek to solicit or otherwise encourage members of the
4 Class to submit Requests for Exclusion from the Settlement.

- 5 8. Objections. The Notice of Class Action Settlement contained in the Notice
6 Packet shall state that Class Members who wish to object to the Settlement
7 may submit to the Settlement Administrator a written statement of objection
8 by the Response Deadline. The postmark date of mailing shall be deemed the
9 exclusive means for determining that a Notice of Objection was served timely.
10 The Notice of Objection, if in writing, must be signed by the Settlement Class
11 Member and state: (1) the case name and number; (2) the name of the
12 Settlement Class Member; (3) the address of the Settlement Class Member;
13 (4) the last four digits of the Settlement Class Member's Social Security
14 number; and (5) the basis for the objection. Class Members who fail to make
15 objections in writing in the manner specified above may still make their
16 objections orally at the Final Approval/Settlement Fairness Hearing with the
17 Court's permission. Settlement Class Members will have a right to appear at
18 the Final Approval/Settlement Fairness Hearing to have their objections heard
19 by the Court regardless of whether they submitted a written objection. At no
20 time shall any of the Parties or their counsel seek to solicit or otherwise
21 encourage Class Members to file or serve written objections to the Settlement
22 or appeal from the Order and Final Judgment, or to intervene or otherwise
23 challenge the Settlement. Class Members who submit a written request for
24 exclusion may not object to the Settlement. Class Members may not object to
25 the PAGA Payment. Counsel for the Parties shall file any response to the
26 objections submitted by objecting Class Members, if any, at least five (5)
27 calendar days before the date of the Final Approval Hearing.
28

1 9. Class Representative and Class Counsel agree to not appeal, opt out of, object
2 or otherwise challenge the Settlement. Class Counsel shall not represent any
3 Class Member or Aggrieved Employee for any opt out, objection, appeal, or
4 other challenge to the Settlement.

5 N. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
6 the Gross Settlement Amount on or before the Funding Date, plus any employer's
7 share of payroll taxes as mandated by law within the time specified herein.

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

22 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
23 Class Data, the Settlement Administrator shall add up the total number of
24 PAGA pay periods for all Aggrieved Employees during the PAGA Period.
25 The respective PAGA Pay Periods for each Aggrieved Employee will be
26 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
27 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
28 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

1 Aggrieved Employee Payment to calculate each Aggrieved Employee's
2 estimated share of the PAGA Payment.

3 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
4 Settlement Payments shall be allocated and treated as follows: 20% as wages
5 ("Wage Portion"); 80% as penalties and interest ("Non-Wage Portion"). The
6 Wage Portion is subject to wage withholdings and shall be reported on IRS
7 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
8 and shall be reported on IRS Form 1099.

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

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

22 6. All monies received by Settlement Class Members under the Settlement which
23 are attributable to wages shall constitute income to such Settlement Class
24 Members solely in the year in which such monies actually are received by the
25 Settlement Class Members. It is the intent of the Parties that Individual
26 Settlement Payments and Aggrieved Employee Payment provided for in this
27 Settlement Agreement are the sole payments to be made by Defendant to
28 Settlement Class Members and/or Aggrieved Employees in connection with this

1 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
2 Class Members and/or Aggrieved Employees are not entitled to any new or
3 additional compensation or benefits as a result of having received the Individual
4 Settlement Payments and/or their shares of the PAGA Payment.

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

9 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
10 Employees shall remain valid and negotiable for one hundred and eighty (180)
11 days from the date of their issuance. If a Settlement Class Member and/or
12 Aggrieved Employee does not cash his or her settlement check within ninety
13 (90) days, the Settlement Administrator will send a letter to such persons,
14 advising that the check will expire after the one hundred eightieth (180th) day,
15 and invite that Settlement Class Member and/or Aggrieved Employee to
16 request reissuance in the event the check was destroyed, lost or misplaced. In
17 the event an Individual Settlement Payment and/or Aggrieved Employee's
18 Aggrieved Employee Payment check has not been cashed within one hundred
19 and eighty (180) days, the check will be voided and the Settlement Class
20 Member and/or Aggrieved Employee will remain bound by the Settlement.
21 The funds from any such uncashed checks shall be paid to the Community
22 Law Project, a Cy Pres, in accordance with California Code of Civil Procedure
23 section 384. The Parties agreed that under this procedure, there is no residue
24 as the entire Gross Settlement Amount will be distributed.

25 9. Class Representative Service Award. In addition to the Individual Settlement
26 Payment and his Aggrieved Employee Payment to be paid to Plaintiff,
27 Plaintiff will apply to the Court for an award of not more than \$7,500, as the
28 Class Representative Service Award. Defendant will not oppose a Class

1 Representative Service Award of not more than \$7,500 for Plaintiff. The
2 Settlement Administrator shall pay the Class Representative Service Award,
3 either in the amount stated herein if approved by the Court or some other
4 amount as approved by the Court, to Plaintiff from the Gross Settlement
5 Amount no later than fifteen (15) calendar days after the Funding Date. Any
6 portion of the requested Class Representative Service Award that is not
7 awarded to the Class Representative shall be part of the Net Settlement
8 Amount and shall be distributed to Settlement Class Members as provided in
9 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
10 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff
11 shall be solely and legally responsible to pay any and all applicable taxes on
12 his Class Representative Service Award and shall hold harmless the Released
13 Parties from any claim or liability for taxes, penalties, or interest arising as a
14 result of the Class Representative Service Award. The Class Representative
15 Service Award shall be in addition to Plaintiff's Individual Settlement
16 Payment as a Settlement Class Member. Approval of this Settlement shall not
17 be conditioned on Court approval of the requested amount of the Class
18 Representative Service Award. If the Court reduces or does not approve the
19 requested Class Representative Service Award, Plaintiff shall not have the
20 right to revoke the Settlement, appeal the Court's order approving this
21 Settlement, or otherwise challenge the Settlement, and it will remain binding.

- 22 10. Class Counsel Award. Defendant understand a motion by Class Counsel for
23 attorneys' fees not to exceed one-third of the Gross Settlement Amount
24 currently estimated to be Two Hundred, Twenty-Five Thousand Dollars and
25 Zero Cents (\$225,000) plus costs and expenses supported by declaration not
26 to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), from
27 the Gross Settlement Amount will be filed. Defendant agrees not to oppose
28 the request for the Class Counsel Award. Any portion of the requested Class

1 Counsel Award that is not awarded to Class Counsel shall be part of the Net
2 Settlement Amount and shall be distributed to Settlement Class Members as
3 provided in this Agreement. The Settlement Administrator shall allocate and
4 pay the Class Counsel Award to Class Counsel from the Gross Settlement
5 Amount no later than fifteen (15) calendar days after the Funding Date. Class
6 Counsel shall be solely and legally responsible to pay all applicable taxes on
7 the payment made pursuant to this paragraph. The Settlement Administrator
8 shall issue an IRS Form 1099 — MISC to Class Counsel for the payments
9 made pursuant to this paragraph. Approval of this Settlement shall not be
10 conditioned on Court approval of the requested amount of the Class Counsel
11 Award. In the event that the Court reduces or does not approve the requested
12 Class Counsel Award, Plaintiff and Class Counsel shall not have the right to
13 revoke the Settlement, or to appeal or otherwise challenge such order, and the
14 Settlement will remain binding.

- 15 11. PAGA Payment. Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall
16 be allocated from the Gross Settlement Amount for settlement of claims for
17 civil penalties under the Private Attorneys General Act of 2004 (“PAGA
18 Payment”). The Settlement Administrator shall distribute the LWDA Payment
19 to the California Labor and Workforce Development Agency no later than
20 twenty-five (25) calendar days after the Funding Date. The Aggrieved
21 Employee Payment will be distributed to the Aggrieved Employees as
22 described in this Agreement. For purposes of distributing the Aggrieved
23 Employee Payments, each Aggrieved Employee shall receive their pro-rata
24 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
25 as defined above. Aggrieved Employees will be bound by the PAGA Release
26 and PAGA Payments will be made regardless of whether Aggrieved
27 Employees opt out of the Settlement.
28

12. Settlement Administration Expenses. 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 Expenses is \$5,200. The Settlement Administrator shall be paid the Settlement Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Expenses. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than fifteen (15) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment, lowest Individual Settlement Payment, and highest Individual Settlement Payment, the amount of the average Aggrieved Employee Payment, lowest Aggrieved Employee Payment, and highest Aggrieved Employee Payment, the Settlement Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

- 1 2. Final Approval Order and Judgment. Class Counsel shall present an Order
2 Granting Final Approval of Class Action Settlement to the Court for its
3 approval, and Judgment thereon, at the time Class Counsel files the Motion
4 for Final Approval.
- 5 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
6 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
7 Final Approval, including the Order Granting Final Approval of Class Action
8 Settlement, and Judgment before filing with the Court. The Parties and their counsel
9 will cooperate with each other and use their best efforts to affect the Court's approval
10 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
11 Judgment.
- 12 O. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts to implement the Settlement.
- 14 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
15 except such proceedings necessary to implement and complete the Settlement, pending
16 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 17 Q. Amendment or Modification. This Agreement may be amended or modified only by
18 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 19 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
20 Agreement among these Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its Exhibit
22 other than the representations, warranties and covenants contained and memorialized
23 in this Agreement and its Exhibits.
- 24 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate
26 this Agreement and to take all appropriate Action required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The persons signing

1 this Agreement on behalf of Defendant represent and warrant that he/she is authorized
2 to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that
3 he is authorized to sign this Agreement and that he has not assigned any claim, or part
4 of a claim, covered by this Settlement to a third-party.

5 T. Confidentiality. Plaintiff and Class Counsel will not make any public disclosure of the
6 Settlement until after the filing of the Motion For Preliminary Approval of the
7 Settlement. Plaintiff and Class Counsel represent that they have not made any such
8 disclosure. Defendant, Defense Counsel, Plaintiff and Class Counsel shall not
9 encourage members of the Settlement Class to opt-out or object, or any PAGA
10 Employees to intervene or object. Class Counsel will take all steps necessary to ensure
11 that Plaintiff is aware of, and will encourage them to adhere to, the restriction against
12 any public disclosure of the Settlement until after the Settlement is preliminarily
13 approved by the Court. Before or after the Motion for Preliminary Approval is filed,
14 Class Counsel and Plaintiff agree not to publicize issue any press releases, initiate any
15 contact with the press, respond to any press inquiry, or have any communication with
16 the press about the fact, amount or the terms of this Settlement with the media,
17 including but not limited to, any newspaper, journal, magazine, website and/or online
18 reporter of settlements or on any website. Class Counsel further agrees not to use the
19 Settlement Agreement or any of its terms for any marketing or promotional purposes.
20 Nothing herein will restrict Class Counsel from including publicly available
21 information regarding this settlement in future judicial submissions regarding Class
22 Counsel's qualifications and experience.

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

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

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

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

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

Y. Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction over this case under CCP section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP section 583.310 shall exclude time pursuant to CCP section 583.340 including the period from the date of the signing of this Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this Agreement shall no longer be of any force or effect.

Z. 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.

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the Operative Complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification for purposes of this settlement only.

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

10 DD. Attorneys' Fees. If Defendant fails to fund the Gross Settlement Amount in accordance
11 with this Agreement, Plaintiff and the Settlement Class shall be entitled to reasonable
12 attorneys' fees and costs incurred in any action seeking to enforce the terms of this
13 Agreement unless Defendant exercises its unilateral right to nullify the Settlement if
14 10 or more Class Members opt out of the Settlement.

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

DATED: 08/13/2024


Richard Winn (Aug 13, 2024 10:53 PDT)
RICHARD WINN

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

DATED:

CITY ELECTRIC SUPPLY COMPANY

Printed Name

Title

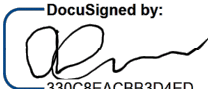
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____ RICHARD WINN

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

DATED: 8/27/2024 | 4:03 PM PDT

DocuSigned by:

330C8EACBB3D4ED

CITY ELECTRIC SUPPLY COMPANY

John Gray

Printed Name

co-ceo

Title

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

3 DATED: August 14, 2024

JCL LAW FIRM, APC

4 By: 

5 Jean-Claude Lapuyade

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: August 14, 2024

ZAKAY LAW GROUP, APLC

9 By: 

10 Shani Zakay

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13
14 DATED: August 28, 2024

K&L GATES LLP

15
16 By: 

17 Eugene C. Ryu

18 Penny C. Fox

19 Paul M. Suh

20 Attorneys for Defendant
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EXHIBIT A

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

**(Winn v. City Electric Supply Company, San Diego County Superior Court Case No. 37-2023-00040231-
CU-OE-CTL)**

**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: \$<< >>. Your estimated Aggrieved Employee 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 San Diego (the “Court”) has been reached between Plaintiff Richard Winn (“Plaintiff”) and Defendant City Electric Supply Company (“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 during the Class Period.

The “Class Period” is the period of time running from Beginning July 13, 2019 through June 30, 2024.

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

2. What is this class action lawsuit about?

On July 13, 2023, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego which Defendant removed to the United States District Court, Southern District of California, Case No. 3:23-cv-01577-RBM-BLM (the “Class Action”). Plaintiff asserted the following claims alleging that Defendant: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 et seq.; (2) Failure To Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq; (4) Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure To Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (7) Failure To Provide Accurate Itemized 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 September 18, 2023, Plaintiff filed a separate representative action Superior Court of the State of California, County of San Diego Case No. 37-2023-00040231-CU-OE-CTL for violations of the Private Attorneys General Act, California Labor Code sections 2698, et seq. (“PAGA Action”) (the “Class Action” and “PAGA Action” are collectively referred to as the “Action”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and sick pay that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant reimbursed members of the class for required business expenses; that Defendant did not violate California Business and Professions Code section 17200.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Six Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel Award, Settlement Administration Expenses, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,200.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$225,000) plus costs and expenses not to exceed \$25,000 for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of Thirty Thousand Dollars and Zero Cents (\$30,000.00) relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$22,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") and the remaining \$7,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Expenses 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 Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment portion of the PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee 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 Employees" means all non-exempt employees who are or were previously employed by Defendant in California during the PAGA Period. The PAGA Period means the period beginning July 13, 2022 through June 30, 2024.

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

You may find the Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" filed on **MONTH XX**, 2024, with the San Diego County Superior Court, 330 West

Broadway, San Diego, CA 92101 in Department C-75. You may also find the Settlement Agreement online by visiting the San Diego County Superior Court website <https://www.sandiego.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Lapuyade Declaration filed on **MONTH XX**, 2024.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld from this portion, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Payments 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.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means (a) the claims set forth in the Action, specifically including but not limited to: alleged failure to pay minimum wages in Violation of California Labor Code sections 1194, 1197 and 1197.1; failure to pay overtime wages in Violation of California Labor Code sections 510 *et seq.*, 204, 510, 512, 518, 558, and 1194; failure to provide required meal periods in Violation of California Labor Code sections 226.7 and 512 and the Applicable IWC Wage Order; failure to provide required rest periods in Violation of California Labor Code sections 226.7 and 512 and the Applicable IWC Wage Order; failure to provide wages when due in Violation of California Labor Code sections 201, 202 and 203; failure to provide accurate itemized statements in Violation of California Labor Code section 226; failure to reimburse employees for required business expenses in Violation of California Labor Code section 2802; violation of California Labor Code section 246; violation of California Labor Code section 221, violation of California Labor Code section 204; and, unfair competition in Violation of California Business and Professions Code section 17200 arising from the violations of the California labor code listed herein; ., including but not limited to alleged violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804 and the Applicable Industrial Wage Order(s); (b) premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the same facts, allegations and/or claims pleaded in the Action; (c) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action; and (d) Any and all other claims under California common law, the California Labor Code, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same facts, allegations and/or claims pleaded in the Action. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Releasees from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action.

The Released Parties are defined as Defendant City Electric Supply Company, and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, and all entities that could be held to be joint employers, as well as each of its or their past, present and future officers, directors, employees,

partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for penalties under the Private Attorneys General Act arising from the claims pleaded in the operative Complaints in the Action and/or which could have reasonably been alleged under the same facts, allegations and/or claims pleaded in the Action, against the Released Parties for work performed during the PAGA Period. Released PAGA Claims specifically include claims for PAGA penalties premised on claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, and claims for interest in connection therewith, as well as claims for PAGA penalties premised on any claims under the California Labor Code and California Industrial Welfare Commission Wage orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions or PAGA Notices, and any claims for injunctive relief, declaratory relief, fraudulent business practices alleged or which could have been alleged under the facts, allegations and/or claims pleaded,.

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 (Beginning July 13, 2019 through June 30, 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 (July 13, 2022 through June 30, 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 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 at 1-800-355-0700.

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 Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee 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. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled ***Winn v. City Electric Supply Company, San Diego County Superior Court, Case No. 37-2023-00040231-CU-OE-CTL***. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Notice." 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. All written objections or other correspondence must also state the name and number of the case, which is ***Winn v. City Electric Supply Company, San Diego County Superior Court, Case No. 37-2023-00040231-CU-OE-CTL***. 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 Apex Class Action LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292

Counsel for Defendant:

Eugene Ryu, Esq.
Penny Chen Fox, Esq.
Paul Suh, Esq.
K&L GATES LLP
10100 Santa Monica Blvd.

Fax: (619) 599-2891

Email: jlapyade@jcl-lawfirm.com

Fax: (619) 599-8291

Email: shani@zakaylaw.com

8th Floor

Los Angeles, CA 90067

Tel: 310.553.5000

Fax: 310.553.5001

E-Mail: Gene.Ryu@klgates.com

Penny.Fox@klgates.com

Paul.Suh@klgates.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on**, at the San Diego County Superior Court, 330 West Broadway, San Diego, CA 92101 in Department C-75 before Judge James A. Mangione. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. At the Final Approval Hearing, the Court will determine whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Winn v. City Electric Supply Company, San Diego County Superior Court, Case No. 37-2023-00040231-CU-OE-CTL***, Settlement Administrator, c/o _____.

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement") filed on **MONTH XX**, 2024, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

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 Individual 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 will be paid to the Community Law Project, a Cy Pres, in accordance with California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

**Quotation Request:**

Jennifer Heming
JCL Law Firm, A.P.C.
jheming@jcl-lawfirm.com
888.498.6999

Case Name:

Winn v. City Electric Supply Company

Date:

Wednesday, July 17, 2024

RFP Number:

69990055

Prepared By:

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

Settlement Specifications

Estimated Class Size:	181
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

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

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	181	\$271.50
USPS First Class Postage	Per Piece	\$0.68	181	\$123.08
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	36	\$72.40
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$35.00	1	\$35.00
Sub Total:				\$771.98

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$42.49	1	\$42.49
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$42.49

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	181	\$226.25
USPS First Class Postage	Per Piece	\$0.68	181	\$123.08
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	18	\$36.20
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$3,005.53

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

WILL NOT EXCEED:				\$5,190.00
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Thank you for your business!



Terms & Conditions

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

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

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

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

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

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

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

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 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);