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Attorneys for Plaintiff REBECCA RIVERA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

REBECCA RIVERA, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

EUREKA CENTER EMPLOYEES, LLC, a
Delaware limited liability company; EUREKA
REALTY PARTNERS, INC., a California
corporation; CRAIG REALTY GROUP –
CABAZON, LLC, a California limited liability
company; CRAIG REALTY GROUP –
TULARE, LLC, a California limited liability
company; CRAIG REALTY GROUP –
CABAZON PHASE II, LLC, a California
limited liability company; CRAIG REALTY
GROUP CITADEL, LLC, a Delaware limited
liability company; CRAIG REALTY GROUP-
SAN CLEMENTE, LLC, a California limited
liability company; and DOES 1-50, Inclusive,

Defendants.

Case No. CIVSB2308152

**DECLARATION OF SHANI O. ZAKAY, ESQ.
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: January 27, 2025
Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz
Dept.: S-17

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of ZAKAY LAW GROUP, APLC (hereinafter “Class Counsel”). I am co-counsel of
5 record for Plaintiff REBECCA RIVERA (hereafter “Plaintiff”) in this wage and hour class action filed
6 against Defendants Eureka Center Employees, LLC, Eureka Realty Partners, Inc., Craig Realty Group
7 – Cabazon, LLC, and Craig Realty Group Citadel, LLC (hereinafter “Defendants”).

8 2. This declaration is being submitted in support of Plaintiff’s Motion for Preliminary
9 Approval of Class Action Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit “1”** is a true and correct copy of the Stipulation of Settlement
12 of Class and PAGA Action Claims and Release of Claims (“Agreement” or “Settlement Agreement”).
13 Attached as **Exhibit “A”** to the Agreement is a true and correct copy of the proposed 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 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
17 Counsel’s compliance with California Labor Code Section 2699(l)(2).

18 5. Attached hereto as **Exhibit “3”** is a true and correct copy of the bid for settlement
19 administration submitted by Apex Class Action LLC, in the amount of \$10,550.00.

20 6. Attached hereto as **Exhibit “4”** is a true and correct copy of Zakay Law Group, APLC’s
21 firm resume detailing the credentials and a summary of cases on which Counsel has been appointed
22 Class Counsel.

23 **II. INTRODUCTION**

24 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
25 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm’s length.
26 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
27 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
28 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will

1 not have to wait (possibly years) for relief.

2 8. Given that there are approximately 640 Settlement Class Members who worked
3 approximately 44,000 workweeks, the average gross recovery is approximately \$774.40 (Net
4 Settlement Amount divided by Settlement Class Members).

5 9. At the time of mediation there were approximately 354 Aggrieved Employees who
6 worked approximately 11,000 pay periods during the PAGA Period.

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

11 **III. FACTS AND PROCEDURE**

12 **A. Overview of the Litigation**

13 11. Defendants own, operate, and/or manage shopping centers throughout the state of
14 California, including in the county of San Bernardino, where Plaintiff worked. This action asserts claims
15 on behalf of all current and former non-exempt employees who worked for Defendants during the Class
16 Period. Plaintiff worked for Defendant as a non-exempt employee in California from October 2021 to
17 April 2022. At all times during her employment, Plaintiff earned an hourly wage and was entitled to
18 legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours
19 worked. Throughout her employment, Plaintiff was subject to Defendants' written policies and
20 procedures contained in, among other documents, the "Policies Regarding Timekeeping, Overtime,
21 Meal and Rest Periods"

22 12. Generally, Plaintiff claims that Defendants failed to furnish accurate itemized wage
23 statements, failed to provide compliant meal and rest periods, failed to pay for all time worked, and
24 failed to pay all wages upon separation. Defendants forcefully deny liability for each of Plaintiff's
25 claims. Further, Defendants assert that they fully complied with all applicable employment laws and
26 raised several other significant defenses to Plaintiff's claims, including but not limited to, asserting that
27 it issued compliant wage statements, maintained facially compliant meal and rest period policies, paid
28 for all hours worked, and timely paid all wages due upon separation of employment.

1 13. On April 7, 2023, Plaintiff served Defendants and the Labor and Workforce Development
2 Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth
3 the facts and theories supporting Defendants’ alleged violations of various provisions of the California
4 Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of her intent to
5 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections
6 2698 et seq. (“PAGA”).

7 14. On April 7, 2023, Plaintiff filed a class action complaint in the San Bernardino Superior
8 Court, Case Number CIVSB2308152 (“Action”). The Action alleged nine causes of action against
9 Defendants for: (1) Violation of California Business & Professions Code § 17200, et seq; (2) Failure to
10 Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime
11 Wages in Violation of Cal. Lab. Code §§ 510, et seq; (4) Failure to Provide Required Meal Periods in
12 Violation of Cal. Lab. Code §§ 226.7 & 512 and The Applicable IWC Wage Order; (5) Violation of
13 California Labor Code §§ 226.7 and 512 (Unpaid Rest Period Premiums); (6) Failure to Provide
14 Accurate Itemized Statements in Violation of California Labor Code § 226; (7) Failure to Provide
15 Wages When Due in Violation of California Labor Code §§ 201, 202, 203; (8) Failure to Reimburse
16 Employees For Required Expenses in Violation of California Labor Code § 2802; and (9) Failure to
17 Provide Sick Pay and Failure California Labor Code § 246, et seq. On August 15, 2023, Plaintiff Filed
18 a First Amended Complaint to add a tenth cause of action for Violation of the Private Attorneys General
19 Action (California Labor Code § 2698, *et seq*).

20 15. On August 15, 2023, Plaintiff Filed a First Amended Complaint to add a tenth cause of
21 action for Violation of the Private Attorneys General Action (California Labor Code § 2698, et seq).

22 16. The Parties agreed relatively early to mediate the Action. To prepare for mediation, the
23 Parties agreed to informally exchange additional documents and data points subject to the mediation
24 privilege, including but not limited to, employee handbooks, the Class Members’ time data, and certain
25 payroll data points. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at Berger
26 Consulting Group (“BCG”) to analyze Defendants’ time and payroll data.

27 17. On August 22, 2024, the Parties participated in a full day mediation with mediator Lynn
28 Frank, Esq. Mediation concluded without a settlement, but Mediator Frank made a mediator’s proposal,

1 which was accepted by both parties. Mediator Frank's settlement proposal was memorialized in the
2 form of a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted
3 and negotiated a long-form settlement agreement, which is the subject of the instant motion.

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

5 18. Months before filing the Action, Class Counsel began their pre-filing investigation into
6 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
7 Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment,
8 including her wage statements. At the conclusion of the interviews, Class Counsel determined that each
9 Plaintiff's complaints justified further inquiry.

10 19. Class Counsel also requested Plaintiff's employee file from Defendants. In response,
11 Defendants produced various documents, including but not limited to, copies of Plaintiff's employment
12 agreements, payroll and time records, and separation documents. Class Counsel reviewed and analyzed
13 the documents and determined the documents appeared to substantiate Plaintiff's claim that Defendants
14 failed to, among other things, issue accurate itemized wage statements, provide compliant meal and rest
15 periods, and pay for all time worked.

16 20. Considering the many anticipated factual disputes, the Parties agreed that it would be in
17 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested
18 documents and data points to further evaluate Plaintiff's claims, Defendants' liability exposure to the
19 Class Members, and Defendants' ability to pay any settlement. In response to Class Counsel's request,
20 Defendants produced time records for the Class Members, aggregate workweek and pay period data for
21 the Class Members, aggregate meal premiums paid to the Class Members, average hourly rate for the
22 Class Members, and copies of applicable handbooks, policies, and agreements containing, inter alia,
23 compensation, timekeeping, and meal and rest period policies. In total, Defendants produced in excess
24 of six hundred thousand unique data cells of time and payroll data and several hundred pages of wage
25 and hour policies for Class Counsel to analyze.

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

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

3 22. BCG analyzed Defendants' time and payroll data to assist in the development of various
4 damage models. Among other things, BCG determined the approximate number of work shifts,
5 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
6 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
7 rest periods, the amount of missed meal period premiums paid during the Class Period, and the amount
8 of unpaid overtime, meal period premiums and redeemed sick as a result of Defendants' failure to
9 properly calculate the regular rate of pay.

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

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

25 25. Class Counsel only agreed to enter the Settlement following this thorough investigation
26 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
27 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
28 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believe this

1 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
2 reasonable, and adequate, the Court should preliminarily approve the Settlement.

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

4 26. On August 22, 2024, the Parties conducted a full day of mediation with Lynn Frank, Esq.,
5 a mediator of wage and hour class and representative actions. Mediator Frank helped manage the
6 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The
7 Parties made substantial progress with Mediator Frank's assistance. Namely, the Parties exchanged
8 information regarding their respective claims and defense, including their respective evaluation of the
9 damages. The mediation concluded without a settlement, but Mediator Frank made a mediator's
10 proposal, which was accepted by both parties. The proposal's complete and final terms are now set forth
11 in the Agreement. Class Counsel submit that the Settlement constitutes a fair, adequate, and reasonable
12 compromise of the claims at issue.

13 **IV. ARGUMENT**

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

15 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by
16 Experienced Counsel.

17 27. The Parties participated in mediation with the highly respected Lynn Frank, Esq.
18 Mediator Frank managed the Parties' expectations and provided a useful, neutral analysis of the issues
19 and risks to both sides. (In re Apple Computer, Inc. Derivative Litig, No. C 06-4128 JF (HRL), 2008
20 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably
21 against any inference of a collusive settlement); D'Amato v. Deutsche Bank (2d. Cir. 2001) 236 F.3d
22 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
23 proceedings were free of collusion and undue pressure.")) Prior to and during the mediation and
24 settlement discussions, the Parties exchanged information and engaged in a detailed discussion
25 regarding their evaluate of the case and various aspects of the matter. At all times, the Parties'
26 negotiations were at an arm's length, adversarial, and non-collusive. After reaching an agreement in
27 principle, the Parties drafted and negotiated a long-form settlement which is the subject of the instant
28 motion. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of

1 the claims at issue.

2 2. Class Counsel's Thorough Investigation Provided an Objective Measurement of
3 the Settlement's Reasonableness.

4 28. As set forth in greater detail above, Class Counsel conducted a very thorough
5 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
6 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
7 Although no two cases are identical, this research provided Class Counsel with a marker to inform
8 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
9 Class Counsel to realistically assess the value of the claims and intelligently engage defense counsel in
10 settlement discussions that culminated in the proposed settlement now before the Court.

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

17 **B. The Gross Settlement Amount Meets the Recognized Range of Reasonableness.**

18 30. The Gross Settlement Amount of \$850,000.00 is fair and reasonable considering the
19 nature and magnitude of the claims being settled and the various potential impediments to recovery.
20 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
21 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The
22 various models were informed by Class Counsel's investigation, including the analysis of a significant
23 sample of time and payroll data. Class Counsel projected Defendants' liability exposure for *class claims*
24 (excluding PAGA Penalties) at a range between \$993,882.90 and \$3,445,196.70. Thus, the Gross
25 Settlement Amount of \$850,000 represents approximately between 24.67% and 85.52% of Defendants'
26 *class-wide* liability exposure for damages as estimated by Class Counsel at the time of mediation. The
27 following summarizes Defendants' estimated exposure.

28 ///

(1) Exposure for Failure to Pay for All Hours Worked

31. Plaintiff alleged that Defendants failed to pay Plaintiff and Class Members for all hours worked. Specifically, Plaintiff and Class Members were required to arrive before their shift's scheduled start time and stay clocked out while they collected and donned their keys, radio, phone, and cart, all while off-the-clock. Additionally, Defendants' electronic time clocks regularly malfunctioned, forcing Plaintiff and Class Members to wait minutes on end for the electronic time clock to work again before they could clock in. Based on Plaintiff's testimony and Class Counsel's investigation, BCG estimated that Class Members and Aggrieved Employees spent a total of 3 minutes of unpaid work every shift completing work-related tasks such as, among other things, donning and doffing. As a result, Plaintiff, Class Members, and Aggrieved Employees forfeited compensation, including overtime wages, for all the time they spent working under Defendants' control.

32. Defendants vigorously denied liability for this claim. Defendants argued, among other things, that all Class Members were properly paid minimum and overtime compensation for all hours worked, and that it maintained legally compliant timekeeping policies and instructed its employees to accurately record all hours worked. Defendant argued that it had in place compliant written policies that prohibited off the clock work, and provided that if employees were to work off the clock, it was to be reported and compensated. Accounting for the defenses asserted, Plaintiff applied a 50% discount to this claim. Plaintiff estimated Defendants' exposure for this claim ranged from \$92,525.55 and approximately \$185,051.10.

(2) Exposure for Meal Period Violations.

33. Plaintiff also alleges that Defendants failed to provide compliant meal periods. Specifically, Plaintiff alleges that as a result of their rigorous work schedules, Plaintiff, Class Members, and Aggrieved Employees were not able to take timely and duty-free meal periods. Consequently, Plaintiff alleges that she is owed meal period premiums for meal period violations that occurred during the Class Period. Additionally, an analysis of the Class Members' time and payroll date revealed that 57% of all meal periods were rounded to exactly 30 minutes.

34. Conversely, Defendants argued, among other things, that they did not engage in meal rounding. Defendants' vigorously refuted Plaintiff's meal period rounding analysis. In support, Defendants argued that Plaintiff's own analysis showed that no rounding occurred in at least 43% of all

1 recorded meal periods. Defendants argued that absence of uniform rounding evidenced a statistical
2 anomaly rather than a common practice or policy of rounding meal periods. Further, Defendants
3 contended that they maintained facially compliant meal period policies throughout the Class Period
4 which provided all Class Members and Aggrieved Employees with the opportunity to take compliant
5 meal periods. Thus, Defendants argued that there was no potential liability for Plaintiff's alleged meal
6 period violations and any claimed violations required a highly individualized inquiry not suitable to
7 class treatment. In light of Defendants' compliant policies, Plaintiff applied a 25% discount to this claim
8 and estimated Defendants' exposure for this claim ranged from \$53,609.85 and approximately
9 \$71,479.80.

10 (3) Exposure for Rest Period Violations

11 35. Plaintiff alleged that Defendants failed to provide compliant rest periods. Specifically,
12 Plaintiff alleged that Defendants' supervisors instructed Plaintiff and other Class Members that they
13 were not allowed to leave the premises during their rest periods, resulting in on-premises rest periods.
14 The California Supreme Court's decision in *Augustus v. ABM Security Services, Inc.*, held that
15 "employers . . . must relinquish control over how employees spend their time" during rest periods. 2
16 Cal. 5th 257, 259 (2016). Moreover, Lab. Code § 226.7(c) provides that "if an employer fails to provide
17 an employee a meal or rest or recovery period in accordance with a state law, including ... an ... order
18 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
19 at the employee's regular rate of compensation for each workday that the meal or rest or recovery period
20 is not provided."

21 36. Defendants denied liability and asserted that the workload is not such that it prevented
22 employees from taking a compliant break. Defendants argued that they maintained legally compliant
23 written policies and actual practices concerning rest periods throughout the Class Period which
24 permitted employees to leave the premises. Moreover, Plaintiff recognizes the evidentiary burdens
25 establishing this claim. Establishing liability likely would have entailed competing testimony stating
26 either rest breaks were taken, or rest breaks were voluntarily waived. See, e.g., *Ordonez v. Radio Shack,*
27 *Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before
28 the Court, plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient

1 for this Court to find that common issues predominate.”); Villa v. United Site Servs. of California, Inc.
2 (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that
3 the written policy does not generate uniform practices”). Additionally, Defendants argued that any
4 contrary practice was limited to a small number of supervisors, and, thus, claim that each potential
5 violation was highly individualized and not well suited for class treatment. In light of these defenses,
6 and the fact that Plaintiff’s claim is testimonial driven, Plaintiff discounted these claims by 25% and
7 estimated that Defendants’ exposure for this claim ranged from approximately \$53,609.85 to
8 approximately \$71,479.80.

9 (4) Exposure for Regular Rate Violations

10 37. Plaintiff alleges that Defendants failed to include certain non-discretionary bonuses and
11 commissions when calculating the regular rate of pay when paying overtime wages, meal period
12 premiums, and redeemed sick pay. Specifically, Defendants paid Class Members non-discretionary
13 incentive compensation in the form of “REF-EMPLOYEE REF”, “BON-BONUS”, “SCB-SCBONUS”
14 and “STA-STAFFPOOL” payments, and had in place the non-discretionary incentive programs, which
15 were not properly calculated into the regular rate of pay for purposes of overtime, meal period
16 premiums, and redeemed sick pay. The regular rate of pay, which can change from pay period to pay
17 period, includes adjustments to the straight time rate, reflecting, among other things, non-discretionary
18 bonuses and awards, shift differentials and the per-hour value of any non-hourly compensation the
19 employee has earned. Alvarado v. Dart Container Corp. of California (2018) 4 Cal.5th 542, 552-554.
20 For overtime work, “an employee must receive a 50 percent premium on top of his or her regular rate
21 of pay[.]” Id. at 553. California law also requires meal period premiums and rest period premiums to be
22 paid at an employee’s regular rate of pay. See Ferra v. Lowes Hollywood Hotel, LLC (2021) 11 Cal.5th
23 858. Further, California Labor Code section 246(1)(1) expressly mandates that sick pay for non-exempt
24 employees be based on either “the regular rate of pay for the workweek in which the employee uses
25 paid sick time” or the regular rate of pay in the 90 days preceding the use of the sick leave.

26 38. Conversely, Defendants denied liability and asserted it paid the correct rate of pay for
27 purposes of overtime wages and sick pay. Defendants also argued that these bonuses were discretionary
28 and did not need to be included in the regular rate calculation for payment of overtime wages and sick

1 pay. Plaintiff applied a 50% discount to this claim and estimated Defendants' exposure for this claim
2 to range between \$20,278.50 and \$40,557.00.

3 (5) Exposure for Wage Statement Violations

4 39. Plaintiff also alleged that Defendants failed to furnish their employees with accurate
5 itemized wage statements. Specifically, Plaintiff alleges that as a result of Defendants' failure to provide
6 meal and rest periods as required by the California Labor Code, Plaintiff and other Class Members are
7 entitled to derivative wage statement penalties. (See *Naranjo v. Spectrum Security Services* (2022) 13
8 Cal. 5th 93 (concluding that meal premiums are "wages" entitling employees to derivative wage
9 statement penalties). Further, Defendants argued that even if it failed to furnish accurate wage
10 statements, Plaintiff could not establish the injury requirement on a class-wide basis. As a result,
11 Plaintiff discounted this claim 50% to account for this risk. Plaintiff estimated that Defendants'
12 exposure on this claim ranged between \$523,500.00 and \$1,047,000.00.

13 (6) Exposure for Waiting Time Penalties

14 40. Plaintiff also alleged that the Defendants' labor code violations resulted in derivative
15 liability for waiting time penalties. Although these penalties represented Defendants' largest dollar
16 amount of exposure, this is Plaintiff's most uncertain claim. Specifically, Defendants argued that
17 Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code
18 section 203. Notwithstanding the uncertain nature of the claims, Class Counsel's discounted the waiting
19 time penalty claim by 90% and estimated Defendants' exposure for these claims ranged between
20 \$171,365.40 and \$1,713,654.00.

21 (7) Exposure for Unreimbursed Business Expenses

22 41. Plaintiff alleged that Defendants required Class Members and Aggrieved Employees to
23 use their personal cellular phones, and purchase their own uniforms, as a result of and in furtherance of
24 their job duties but were not reimbursed by Defendants. California employers who require employees
25 to incur personal business expenses for work purposes must reimburse the employee for the cost
26 incurred. (See Cal. Labor Code § 2802(a), providing that "An employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
28 the discharge of his or her duties, or of his or her obedience to the directions of the employer...").

1 Specifically, Plaintiff, Class Members, and Aggrieved Employees were required to use their cell phone
2 to send and receive work-related communications.

3 42. Again, Defendants denied any liability for this claim. Defendants argued that its written
4 policies provide for reimbursement to employees for necessary business expenses incurred in the
5 discharge of the employees' duties or at Defendants' direction. Thus, Defendants argued that even if
6 Plaintiff was successful in this claim only a small number – approximately half – of the Settlement
7 Class Members would be entitled to relief. Additionally, when Plaintiff filed her complaint, she alleged
8 that Plaintiff, Class Members, and Aggrieved Employees were required to purchase their own uniforms.
9 However, through later investigation, Plaintiff's Counsel found that uniforms were provided by
10 Defendant. In light of this discovery that only Plaintiff, Class Members, and Aggrieved Employees'
11 cell phones were used in furtherance of their job duties and not reimbursed, Plaintiff discounted this
12 claim by 85%. Plaintiff estimated Defendants' exposure for this claim ranged between approximately
13 \$78,993.75 and approximately \$315,975.00.

14 (8) Defendants' PAGA Exposure

15 43. In all, Class Counsel projected Defendants' liability exposure for PAGA claims ranges
16 between approximately \$52,980.00 and approximately \$1,860,350.00 if successful at trial. The
17 proposed PAGA allocation of the Gross Settlement Amount is fair, just, and reasonable. *Moniz v.*
18 *Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77. Where settlements "negotiate a good faith amount"
19 for PAGA Payment and "there is no indication that this amount was the result of self-interest at the
20 expense of class members," such amounts are generally considered reasonable. *Hopson v. Hanesbrands*
21 *Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *9 (N.D. Cal. Apr. 3, 2009). Courts routinely approve
22 of amounts for PAGA Payment in the range of zero to two percent of the settlement. See *id.* at *1, 9
23 (approving a PAGA payment of 0.3%); *Jack v. Hartford Fire Ins. Co.*, No. 09cv1683 MMA (JMA),
24 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving a PAGA payment of 0.25%); *McKenzie*
25 *v. Fed. Express Corp.*, No. CV 10-02420 GAF (PLAx), 2012 WL 12882124, at *5 (C.D. Cal. Jan. 23,
26 2012) (acknowledging that courts approve PAGA claim settlements in the range of zero to two percent
27 of the total settlement).

28 44. Here, the Parties negotiated a good faith payment for PAGA Payment in the amount of

1 \$25,500.00 which is 3% of the Gross Settlement Amount. This amount falls well within the range of
2 approved PAGA Payments. Seventy-Five percent (75%) of the PAGA Payment (\$19,125.00) will be
3 paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA
4 Payment (\$6,375.00) being distributed to the Aggrieved Employees, which is within the range of PAGA
5 Payments approved by courts and should be approved.

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

16 **C. Inherent Risks of Continued Litigation Support Preliminary Approval**

17 46. Finally, continuing to litigate this action would require continued and extensive resources
18 coupled with significant Court time to proceed through trial and post-trial motions; which can often
19 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
20 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
21 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
22 Defendants would appeal any favorable judgment. As demonstrated by *Magadia*, supra, 999 F.3d 668,
23 the risk of an appeal and subsequent reversal is real.

24 47. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$850,000.00 that
25 is approximately 85.52% of Defendants' class-wide liability exposure for damages, and approximately
26 24.67% of Defendants' maximum class wide liability exposure for damages and statutory penalties.
27 Given the amount of the settlement here, as compared to potential value of the claims, offset by the
28 various inherent risks to continued litigation, the settlement is fair and reasonable.

1 **D. Proposed Notice Informs the Class About the Case and Settlement**

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

11 **E. The Court Should Preliminarily Approve the Enhancement Award**

12 49. The Settlement provides for a Service Award of \$10,000 for Plaintiff. The Service Award
13 is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class
14 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of her
15 case and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure that
16 its terms are fair and provide adequate relief for the Settlement Class.

17 50. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service
18 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
19 above showing is sufficient for preliminary approval of the negotiated Enhancement Award.

20 **F. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

21 51. Class Counsel took this matter on a contingency fee basis and invested significant time
22 and expense successfully prosecuting Plaintiff's claims. As discussed supra, the estimated average
23 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class
24 Members. Considering the positive outcome for the Class Members, and in light of the supporting
25 authority, the proposed Class Counsel Award is fair and reasonable.

26 52. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
27 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing
28 is sufficient for preliminary approval of the negotiated attorneys' fees.

1 **G. The Court Should Provisionally Certify the Settlement Class**

2 53. For Settlement, Plaintiff contends, and Defendant does not dispute for settlement
3 purposes only, that provisional certification of the Class is appropriate.

4 54. Because all Class Members are Defendants' current and former employees, the class is
5 readily ascertainable from Defendants' regular business records, i.e., payroll records.

6 55. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the
7 entire Settlement Class. Factually, Defendants' policies and practices apply class-wide and Defendants'
8 liability can be determined by facts common to all members of the class. The wage and hour issues are
9 both numerous and substantial, and a class action is the most advantageous method of dealing with the
10 claims of the Settlement Class.

11 56. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
12 they arise from the same factual basis and are based on the same legal theories applicable to the other
13 Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the
14 Settlement Class. Plaintiff alleges that she was injured by the same company-wide practices to which
15 the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated
16 her ability to advocate for the interests of the Class Members by initiating this litigation, undertaking
17 extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

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

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

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1 **H. Class Counsel's Experience**

2 59. Class Counsel are also experienced with the claims at issue here, as Class Counsel
3 previously litigated and settled similar claims in numerous other actions. Attorneys from both Class
4 Counsel's firms have extensive class litigation experience, handling a number of class action and
5 complex commercial cases and have acted both as counsel and as lead and co-lead counsel in a variety
6 of these matters. Class Counsel have successfully prosecuted and obtained significant recoveries in
7 numerous class action lawsuits and other lawsuits involving complex issues of law and fact. Class
8 Counsel have been involved as class counsel in over two hundred class action matters, including many
9 wage and hour class actions. Class Counsel has been found to be adequate counsel by the courts
10 throughout California. A true and correct copy of the Zakay Law Group, APC's firm resume is attached
11 hereto as **Exhibit #4**. Class Counsel have been approved as experienced class counsel in both state and
12 federal courts in California in contested class certification proceedings. Thus, the adequacy requirement
13 is satisfied. The Settlement did not occur until Class Counsel possessed sufficient information to make
14 an informed judgment regarding the likelihood of success on the merits and results that could be
15 obtained through further litigation.

16 I declare under the penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct. Executed this 31st day of December 2024, at San Diego, California.

18 **ZAKAY LAW GROUP, APLC**

19
20 By: 
21 Shani O. Zakay, Esq.
22 Attorneys for Plaintiff
23
24
25
26
27
28

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 3600
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ZAKAY LAW GROUP, APLC

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nicole@zakaylaw.com

Attorneys for Plaintiff Rebecca Rivera

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

REBECCA RIVERA, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

EUREKA CENTER EMPLOYEES, LLC, a
Delaware limited liability company; EUREKA
REALTY PARTNERS, INC., a California
corporation; FRO2MO BARSTOW LLC dba
OUTLETS AT BARSTOW; CJK
INVESTMENTS LLC, a Delaware limited
liability company; CRAIG REALTY GROUP-
MACARTHUR, LLC, a California limited
liability company; CRAIG REALTY GROUP
– CABAZON, LLC, a California limited
liability company; CRAIG REALTY GROUP
– CARLSBAD, LLC, a California limited
liability company; CRAIG REALTY GROUP
– LAKE ELSINORE, L.P., a California limited
partnership; CRAIG REALTY GROUP –
MANTECA, LLC, a California limited liability
company; CRAIG REALTY GROUP –
TULARE, LLC, a California limited liability

Case No. CIVSB2308152

[Complaint Filed: April 7, 2023]

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

1 company; CRAIG REALTY GROUP –
2 CABAZON PHASE II, LLC, a California
3 limited liability company; CRAIG REALTY
4 GROUP CITADEL, LLC, a Delaware limited
5 liability company; CRAIG REALTY GROUP-
6 CITADEL, L.P., a California limited
7 partnership; CRAIG REALTY GROUP-LAKE
8 ELSINORE, LLC, a California limited liability
9 company; CRAIG REALTY GROUP-SAN
10 CLEMENTE, LLC, a California limited
11 liability company; and DOES 1-50, Inclusive,

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Defendants.

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1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff Rebecca Rivera (hereinafter “Plaintiff”), an individual, on
3 behalf of herself, and on behalf of all persons similarly situated, and in her representative capacity
4 on behalf of the State of California and the Aggrieved Employees, and Defendants Eureka Center
5 Employees, LLC, Eureka Realty Partners, Inc., Craig Realty Group – Cabazon, LLC, and Craig
6 Realty Group Citadel, LLC, (Hereafter, “Defendants”):

7 **I. DEFINITIONS**

- 8 A. “Action” means the putative class action lawsuit designated *Rebecca Rivera v. Eureka*
9 *Center Employees, LLC, et al.*, San Bernardino County Superior Court, Case
10 CIVSB2308152, filed April 7, 2023.
- 11 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
12 Class and PAGA Action Claims and Release of Claims.
- 13 C. “Aggrieved Employees” means all persons who are or previously were employed by
14 Defendants in California and classified as non-exempt employees at any time during
15 the PAGA Period.
- 16 D. “Aggrieved Employee Payment” means the twenty-five percent (25%) of the PAGA
17 Payment (\$6,375) that will be distributed to the Aggrieved Employees as described
18 in this Agreement.
- 19 E. “Class” or the “Class Members” means all persons who are or previously were
20 employed by Defendants in California and classified as non-exempt employees at any
21 time during the Class Period.
- 22 F. “Class Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
23 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 24 G. “Class Counsel Award” means the award of fees and expenses that the Court
25 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
26 the Class Members, and the Aggrieved Employees in the Action, consisting of
27 attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount
28 currently estimated to be \$283,333.33 out of \$850,000.00, plus costs of up to

1 \$25,000.00. Attorneys' fees will be divided between Class Counsel in the following
2 percentages, which Class Representative consented to: 50% to JCL Law Firm, APC,
3 and 50% to Zakay Law Group, APLC.

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

9 I. "Class Period" means the period between April 7, 2019 and March 15, 2024.

10 J. "Class Representative" means plaintiff Rebecca Rivera.

11 K. "Court" means the Superior Court for the State of California, County of San
12 Bernardino currently presiding over the Action.

13 L. "Defendants" means Eureka Center Employees, LLC, Eureka Realty Partners, Inc,
14 Craig Realty Group-Cabazon, LLC, and Craig Realty Group-Citadel, LLC.

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

- 17 1. this Agreement has been executed by all Parties and by Class Counsel and
18 Defense Counsel;
- 19 2. the Court has preliminarily approved the Settlement;
- 20 3. notice has been properly given to Class Members, providing them an
21 opportunity to opt out of the Class and Settlement as described in this
22 Agreement;
- 23 4. the Court has held a Final Fairness and Approval Hearing and entered the
24 Final Order and Judgment approving the Settlement; and,
- 25 5. the later of: (a) the date sixty (60) days after the entry of the Final Order and
26 Judgment, if no motions for reconsideration and no appeals or other efforts to
27 obtain review have been filed; or (b) in the event that a motion for
28 reconsideration, an appeal or other effort to obtain review of the Final Order

1 and Judgment is filed, the date sixty (60) days after such reconsideration,
2 appeal or review has been finally concluded. In this regard, it is the intention
3 of the Parties that the Effective Date of Settlement shall not be a date before
4 the Court's order approving the Settlement has become completely final, and
5 there is no timely recourse by any person who seeks to object to or otherwise
6 contest the Settlement.

7 N. "Funding Date" means the date by which Defendants have paid the entire Gross
8 Settlement Amount to the Settlement Administrator in accord with the terms of this
9 Agreement. Defendants will pay the Gross Settlement Amount to the Settlement
10 Administrator thirty (30) business days after the Effective Date.

11 O. "Gross Settlement Amount" means Eight Hundred Fifty Thousand Dollars and Zero
12 Cents (\$850,000.00) that Defendants must pay into the QSF in connection with this
13 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel
14 Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is
15 all-in with no reversion and *exclusive* of the employer's share of payroll tax, if any,
16 triggered by any payment under this Settlement.

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

20 Q. "LWDA" means the Labor and Workforce Development Agency.

21 R. "LWDA Payment" means the seventy-five percent (75%) of the PAGA Payment
22 (\$19,125) payable to the to the LWDA.

23 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
24 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
25 Costs.

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

- 1 U. "Operative Complaint" means the First Amended Complaint filed by Plaintiff on
2 August 15, 2023, in the San Bernardino Superior Court.
- 3 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
4 Labor Code § 2698 *et seq.*
- 5 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
6 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
7 Employees during the PAGA Period.
- 8 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
9 Employee Payment, as defined herein, means the number of pay periods of
10 employment during the PAGA Period that each Aggrieved Employee worked in
11 California.
- 12 Y. "PAGA Period" means the period between April 7, 2022 and March 15, 2024.
- 13 Z. "PAGA Payment" means Twenty-Five Thousand, Five Hundred Dollars and Zero
14 Cents (\$25,500) to be allocated from the Gross Settlement Amount for settlement of
15 PAGA Claims asserted in the Action.
- 16 AA. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
17 Plaintiff or Defendants, individually.
- 18 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
19 by the total Workweeks for all Class Members.
- 20 CC. "Plaintiff" means Rebecca Rivera.
- 21 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
22 by the Settlement Administrator to fund the Gross Settlement Amount.
- 23 EE. "Released Class Claims" all claims, contingent or accrued, that were pled or
24 reasonably could have been pled in the Class Complaint or amended Class Complaint
25 for the Class Period.
- 26 FF. "Released PAGA Claims" means all contingent or accrued claims to penalties that
27 were pled or reasonably could have been pled in Plaintiff's PAGA Notice under
28 California Labor Code Section 2698 *et seq.*, for the PAGA Period.

- 1 GG. “Released Parties” means Defendants and their current and former parents,
2 predecessors or successors, holding companies, affiliated companies, entities,
3 owners, shareholders, members, partners, officers, directors, managers, employees,
4 insurers and agents.
- 5 HH. “Response Deadline” means the date forty-five (45) calendar days after the Settlement
6 Administrator mails Notice Packets to Class Members and the last date on which
7 Class Members may submit requests for exclusion or objections to the Settlement.
8 Neither side shall encourage any Class Member to opt out.
- 9 II. “Enhancement Award” means an award in the amount of \$10,000 or in an amount
10 that the Court authorizes to be paid to the Class Representative, in addition to her
11 Individual Settlement Payment and her Aggrieved Employee Payment, in recognition
12 of her efforts and risks in assisting with the prosecution of the Action.
- 13 JJ. “Settlement” means the disposition of the Action pursuant to this Agreement.
- 14 KK. “Settlement Administration Costs” shall mean the amount paid to the Settlement
15 Administrator from the Gross Settlement Amount for administering the Settlement
16 pursuant to this Agreement currently estimated not to exceed \$10,550.00.
- 17 LL. “Settlement Administrator” means Apex Class Action LLC, located at 18 Technology
18 Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
19 Administrator establishes, designates, and maintains, as a QSF under Internal
20 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
21 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
22 the claims of Settlement Class Members. The Settlement Administrator shall maintain
23 the funds until distribution in an account(s) segregated from the assets of Defendants
24 and any person related to Defendants. ***All accrued interest shall be paid and***
25 ***distributed to the Settlement Class Members as part of their respective Individual***
26 ***Settlement Payment.***

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

4 NN. “Workweeks,” for purposes of calculating the distribution of the Net Settlement
5 Amount, means the number of weeks of employment during the Class Period that
6 each Class Member was employed by Defendants in California.

7 **II. RECITALS**

8 A. On April 7, 2023, Plaintiff filed a Class Action complaint in the San Bernardino
9 Superior Court, Case No. CIVSB2308152 (the “Action”), alleging claims for:

10 1. Unfair Competition in Violation of California Business and Professions Code
11 §17200 *et seq*;

12 2. Failure to Pay Minimum Wages in Violation of California Labor Code §§
13 1194, 1197 & 1197.1;

14 3. Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510,
15 *et seq*;

16 4. Failure to Provide Required Meal Periods in Violation of California Labor
17 Code §§ 226.7 & 512 and The Applicable IWC Wage Order;

18 5. Failure to Provide Required Rest Periods in Violation of California Labor
19 Code §§ 226.7 & 512 and The Applicable IWC Wage Order;

20 6. Failure to Provide Accurate Itemized Statements in Violation of California
21 Labor Code § 226;

22 7. Failure to Provide Wages When Due in Violation of California Labor Code
23 §§ 201, 202 and 203;

24 8. Failure to Reimburse Employees for Required Expenses in Violation of
25 California Labor Code § 2802; and

26 9. Failure to Provide Sick Pay and Failure to Provide Paid Sick Leave Balance
27 in Violation of California Labor Code §§ 246, *et seq*.
28

- 1 B. On April 7, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce
2 Development Agency (LWDA) and served the same on Defendants.
- 3 C. On August 15, 2023, Plaintiff filed a First Amended Complaint (“Operative
4 Complaint”) to incorporate a 10th cause of action and factual allegations for alleged
5 violations of PAGA.
- 6 D. The Class Representative believes she has claims based on alleged violations of the
7 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
8 that class certification is appropriate because the prerequisites for class certification
9 can be satisfied in the Action, and this action is manageable as a PAGA representative
10 action.
- 11 E. Defendants deny any liability or wrongdoing of any kind associated with the claims
12 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
13 Representative, alleged in the Operative Complaint, and/or alleged in the Class
14 Representative’s PAGA notice to the LWDA are owed, and further contends that, for
15 any purpose other than settlement, the Action is not appropriate for class or
16 representative action treatment. Defendants contend, among other things, that at all
17 times they complied with the California Labor Code and the Industrial Welfare
18 Commission Wage Orders.
- 19 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
20 the facts relevant to the Action, including conducting an independent investigation as
21 to the allegations, reviewing documents and information exchanged through informal
22 discovery, and reviewing documents and information provided by Defendants
23 pursuant to informal requests for information to prepare for mediation. Defendants
24 produced for the purpose of settlement negotiations certain employment data
25 concerning the Class, which Class Counsel reviewed and analyzed with the assistance
26 of an expert. Based on their own independent investigation and evaluation, Class
27 Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and
28 adequate, and is in the best interest of the Class considering all known facts and

1 circumstances, including the risks of significant delay, defenses asserted by
2 Defendants, uncertainties regarding class certification, and numerous potential
3 appellate issues. Although it denies any liability, Defendants agree to this Settlement
4 solely to avoid the inconveniences and cost of further litigation. The Parties and their
5 counsel have agreed to settle the claims on the terms set forth in this Agreement.

6 G. On August 22, 2024, the Parties participated in mediation presided over by Lynn
7 Frank, Esq., an experienced mediator of wage and hour class and PAGA actions. The
8 mediation concluded without a settlement, but Mediator Frank made a mediator's
9 proposal, which was accepted by both Parties. Mediator Frank's settlement proposal
10 was memorialized in the form of a Memorandum of Understanding ("MOU").

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

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

25 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
26 for any reason the settlement does not become effective, Defendants reserve the right
27 to contest certification of any class for any reason and reserve all available defenses
28 to the claims in the Action. The Settlement, this Agreement, and the Parties'

1 willingness to settle the Action will have no bearing on and will not be admissible in
2 connection with any litigation.

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

4 **III. TERMS OF AGREEMENT**

5 A. Settlement Consideration and Settlement Payments by Defendants.

6 1. Settlement Consideration. In full and complete settlement of the Action, and
7 in exchange for the releases set forth below, Defendants will pay the sum of
8 the Individual Settlement Payments, the Service Award, the Class Counsel
9 Award, PAGA Payment, and the Settlement Administration Costs, as
10 specified in this Agreement, equal to the Gross Settlement Amount of Eight
11 Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00). The Parties
12 agree that this is a non-reversionary Settlement and that no portion of the
13 Gross Settlement Amount shall revert to Defendants. Other than the
14 Defendants' share of employer payroll taxes and as provided in Section III.A.4
15 below, Defendants shall not be required to pay more than the Gross Settlement
16 Amount.

17 2. Class Size. At the time of mediation, Defendants estimated that there are
18 approximately 640 Class Members who worked approximately 44,000
19 Workweeks during the Class Period. The Parties acknowledge and agree that
20 this data (and other information provided by Defendants for purposes of
21 mediation) was relied on to extrapolate and reach an arms-length negotiation
22 of Plaintiff's claims in the Action through the Class Period. Should the number
23 of workweeks increase by more than 10% of what was represented at the
24 mediation during the Class Period, the Gross Settlement Amount will be
25 increased on a pro-rata basis for any workweek or pay period added above the
26 10% increase. For example, if the number is 11% or higher, the Settlement
27 Amount will be increased by 1%. Defendants will provide a declaration under
28 penalty of perjury confirming the number of applicable Class Members and

workweeks they worked during the applicable Class Period one week prior to Plaintiff's deadline to file her motion for preliminary approval of the settlement.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members.

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

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

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

D. Conditions Precedent: This Settlement will become final and effective only upon the Effective Date and funding in full of the Gross Settlement Amount by Defendants.

E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, it fails to become effective, or is reversed, withdrawn, or modified by the Court, or the Court in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

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

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

16 G. Certification of the Class. The Parties stipulate to conditional class certification of the
17 Class for the Class Period for purposes of settlement only. In the event that this
18 Settlement is not approved by the Court, fails to become effective, or is reversed,
19 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants
20 from obtaining a complete resolution of the Released Class Claims and Released
21 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
22 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
23 administrative or arbitral proceeding for any purpose or with respect to any issue,
24 substantive or procedural.

25 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
26 effect of the payments called for, and Class Members and/or Aggrieved Employees are
27 not relying on any statement or representation by the Parties in this regard. Class
28 Members and/or Aggrieved Employees understand and agree that they will be

1 responsible for the payment of any taxes and penalties assessed on the Individual
2 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
3 Employee Payment described and will be solely responsible for any penalties or other
4 obligations resulting from their personal tax reporting of Individual Settlement
5 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
6 Payment.

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

25 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
26 preliminary approval within a reasonable time of execution of this Agreement, or
27 within the statutory timeframe as determined by the Court's setting of the preliminary
28 approval hearing, which shall include this Settlement Agreement. Plaintiff will provide

1 Defendants with a draft of the Preliminary Approval Motion at least 3 business days
2 prior to the filing of the Preliminary Approval Motion to give Defendants an
3 opportunity to propose changes or additions to the Preliminary Approval Motion.

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

22 L. Notice Procedure.

23 1. Class Data. No later than ten (10) days after the Preliminary Approval Date,
24 Defendants shall provide the Settlement Administrator with the Class Data for
25 purposes of preparing and mailing Notice Packets to the Class Members.

26 2. Notice Packets.

27 a) The Notice Packet shall contain the Notice of Class Action Settlement
28 in a form substantially similar to the form attached as **Exhibit A**,

1 including Spanish translation. The Notice of Class Action Settlement
2 shall inform Class Members and Aggrieved Employees that they need
3 not do anything in order to receive an Individual Settlement Payment
4 and/or Aggrieved Employees' individual shares of the Aggrieved
5 Employee Payment and to keep the Settlement Administrator apprised
6 of their current mailing address, to which the Individual Settlement
7 Payments and/or Aggrieved Employees' individual shares of the
8 Aggrieved Employee Payment will be mailed following the Funding
9 Date. The Notice of Class Action Settlement shall set forth the release
10 to be given by all members of the Class who do not request to be
11 excluded from the Settlement Class and/or Aggrieved Employees in
12 exchange for an Individual Settlement Payment and/or Aggrieved
13 Employees' individual shares of the Aggrieved Employee Payment,
14 the number of Workweeks worked by each Class Member during the
15 Class Period, and number of PAGA Periods worked by each
16 Aggrieved Employee during the PAGA Period, if any, and the
17 estimated amount of their Individual Settlement Payment if they do
18 not request to be excluded from the Settlement and each Aggrieved
19 Employees' share of the Aggrieved Employee Payment, if any. The
20 Settlement Administrator shall use the Class Data to determine Class
21 Members' Workweeks and PAGA Pay Periods. The Notice will also
22 advise the Aggrieved Employees that they will release the Released
23 PAGA Claims and will receive their share of the Aggrieved Employee
24 Payment regardless of whether they request to be excluded from the
25 Settlement.

- 26 b) The Notice Packet's mailing envelope shall include the following
27 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
28 ENTITLED TO PARTICIPATE IN A CLASS ACTION

1 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
2 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
3 NOTICE.”

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

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

1 Notice Packet shall have their Response Deadline extended fifteen (15) days
2 from the original Response Deadline.

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

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

19 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
20 Packet shall state that Class Members who wish to exclude themselves from
21 the Settlement must submit a written request for exclusion to the Settlement
22 Administrator by the Response Deadline. The written request for exclusion
23 must state that the Class Member wishes to exclude himself or herself from
24 the Settlement and (1) must contain the name, address, and the last four digits
25 of the Social Security number of the person requesting exclusion; (2) must be
26 signed by the Class Member; (3) must be postmarked or fax stamped by the
27 Response Deadline and returned to the Settlement Administrator at the
28 specified address or fax telephone number; and (4) contain a typewritten or

1 handwritten notice stating in substance that he or she wishes to be excluded
2 from the settlement of the class action lawsuit entitled *Rebecca Rivera v.*
3 *Eureka Center Employees, LLC, et al.*, currently pending in Superior Court
4 of San Bernardino, Case No. CIVSB2308152. The request for exclusion will
5 not be valid if it is not timely submitted, if it is not signed by the Class
6 Member, or if it does not contain the name and address and last four digits of
7 the Social Security number of the Class Member. The date of the postmark on
8 the mailing envelope or fax stamp on the request for exclusion shall be the
9 exclusive means used to determine whether the request for exclusion was
10 timely submitted. Any Class Member who submits a timely request for
11 exclusion shall be excluded from the Settlement Class, will not be entitled to
12 an Individual Settlement Payment and will not be otherwise bound by the
13 terms of the Settlement or have any right to object, appeal or comment
14 thereon. However, any Class Member that submits a timely request for
15 exclusion that is also a member of the Aggrieved Employees will still receive
16 his/her pro rata share of the PAGA Payment, as specified below, and in
17 consideration, will be bound by the Release by the Aggrieved Employees as
18 set forth herein. Settlement Class Members who fail to submit a valid and
19 timely request for exclusion on or before the Response Deadline shall be
20 bound by all terms of the Settlement and any final judgment entered in this
21 Action if the Settlement is approved by the Court. No later than twenty-one
22 (21) calendar days after the Response Deadline, the Settlement Administrator
23 shall provide counsel for the Parties with a final list of the Class Members
24 who have timely submitted timely requests for exclusion. At no time shall any
25 of the Parties or their counsel seek to solicit or otherwise encourage members
26 of the Class to submit requests for exclusion from the Settlement.

- 27 8. Objections. The Notice of Class Action Settlement contained in the Notice
28 Packet shall state that Class Members who wish to object to the Settlement

1 may submit to the Settlement Administrator a written statement of objection
2 (“Notice of Objection”) by the Response Deadline. The postmark date of
3 mailing shall be deemed the exclusive means for determining that a Notice of
4 Objection was served timely. The Notice of Objection, if in writing, must be
5 signed by the Settlement Class Member and state: (1) the case name and
6 number; (2) the name of the Settlement Class Member; (3) the address of the
7 Settlement Class Member; (4) the last four digits of the Settlement Class
8 Member’s Social Security number; (5) the basis for the objection; and (6) if
9 the Settlement Class Member intends to appear at the Final
10 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
11 to make objections in writing in the manner specified above may still make
12 their objections orally at the Final Approval/Settlement Fairness Hearing with
13 the Court’s permission. Settlement Class Members will have a right to appear
14 at the Final Approval/Settlement Fairness Hearing to have their objections
15 heard by the Court regardless of whether they submitted a written objection.
16 At no time shall any of the Parties or their counsel seek to solicit or otherwise
17 encourage Class Members to file or serve written objections to the Settlement
18 or appeal from the Order and Final Judgment as defined under the Effective
19 Date. Class Members who submit a written request for exclusion may not
20 object to the Settlement. Class Members may not object to the PAGA
21 Payment.

22 M. Allocation of the Gross Settlement Amount.

- 23 1. Calculation of Individual Settlement Payments. Individual Settlement
24 Payments shall be paid from the Net Settlement Amount and shall be paid
25 pursuant to the formula set forth herein. Using the Class Data, the Settlement
26 Administrator shall add up the total number of Workweeks for all Class
27 Members. The respective Workweeks for each Class Member will be divided
28 by the total Workweeks for all Class Members, resulting in the Payment Ratio

1 for each Class Member. Each Class Member's Payment Ratio will then be
2 multiplied by the Net Settlement Amount to calculate each Class Member's
3 estimated Individual Settlement Payments. Each Individual Settlement
4 Payment will be reduced by any legally mandated employee tax withholdings
5 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
6 Members who submit valid and timely requests for exclusion will be
7 redistributed to Settlement Class Members who do not submit valid and timely
8 requests for exclusion on a pro rata basis based on their respective Payment
9 Ratios.

10 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
11 Class Data, the Settlement Administrator shall add up the total number of
12 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
13 The respective PAGA Pay Periods for each Aggrieved Employees will be
14 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
15 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
16 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
17 Aggrieved Employee Payment to calculate each Aggrieved Employee's
18 estimated share of the Aggrieved Employee Payment.

19 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
20 Settlement Payments shall be allocated and treated as 20% wages ("Wage
21 Portion") and 80% penalties, reimbursement of expenses, and interest
22 ("Penalties, Interest, and Reimbursement Portion"). The Wage Portion of the
23 Individual Settlement Payments shall be reported on IRS Form W-2 and the
24 Penalties, Interest, and Reimbursement Portion of the Individual Settlement
25 Payments shall be reported on IRS Form 1099 issued by the Settlement
26 Administrator.

- 1 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
2 Employee Settlement Payments shall be allocated and treated as 100%
3 penalties and shall be reported on IRS Form 1099.
- 4 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
5 individual shares of the PAGA Payment made to Settlement Class Members
6 and/or Aggrieved Employees under this Settlement Agreement, as well as any
7 other payments made pursuant to this Settlement Agreement, will not be
8 utilized to calculate any additional benefits under any benefit plans to which
9 any Class Members may be eligible, including, but not limited to profit-
10 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
11 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
12 Parties' intention that this Settlement Agreement will not affect any rights,
13 contributions, or amounts to which any Class Members may be entitled under
14 any benefit plans.
- 15 6. Tax Treatment of Settlement Funds Received and Paid. All monies received by
16 Settlement Class Members under the Settlement which are attributable to wages
17 shall constitute income to such Settlement Class Members solely in the year in
18 which such monies are received by the Settlement Class Members. It is the intent
19 of the Parties that Individual Settlement Payments and individual shares of the
20 PAGA Payment provided for in this Settlement agreement are the sole payments
21 to be made by Defendants to Settlement Class Members and/or Aggrieved
22 Employees in connection with this Settlement Agreement, with the exception of
23 Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees
24 are not entitled to any new or additional compensation or benefits as a result of
25 having received the Individual Settlement Payments and/or their shares of the
26 Aggrieved Employee Payment.
- 27 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
28 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'

1 and/or Aggrieved Employees' last known mailing address no later than fifteen
2 (15) calendar days after the Funding Date.

3 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
4 Employees shall remain valid and negotiable for one hundred and eighty (180)
5 days from the date of their issuance. If a Settlement Class Member and/or
6 Aggrieved Employee does not cash his or her settlement check within ninety
7 (90) days, the Settlement Administrator will send a letter to such persons,
8 advising that the check will expire after the 180th day, and invite that
9 Settlement Class Member and/or Aggrieved Employee to request reissuance
10 in the event the check was destroyed, lost, or misplaced. In the event an
11 Individual Settlement Payment and/or Aggrieved Employees Payment has not
12 been cashed within one hundred and eighty (180) days, all funds represented
13 by such uncashed checks, plus any interest accrued thereon, shall be
14 transmitted to the California State Controller's Office, Unclaimed Property
15 Fund.

16 9. Service Award. In addition to her Individual Settlement Payment as a
17 Settlement Class Member and her individual share of the Aggrieved
18 Employee Payment, Plaintiff will apply to the Court for an award of not more
19 than \$10,000.00, as the Service Award. Defendants will not oppose a Service
20 Award of not more than \$10,000.00 for Plaintiff. The Settlement
21 Administrator shall pay the Service Award, either in the amount stated herein
22 if approved by the Court or some other amount as approved by the Court, to
23 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
24 days after the Funding Date. Any portion of the requested Service Award that
25 is not awarded to the Class Representative shall be part of the Net Settlement
26 Amount and shall be distributed to Settlement Class Members as provided in
27 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
28 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and

1 legally responsible to pay any and all applicable taxes on her Service Award
2 and shall hold harmless the Released Parties from any claim or liability for
3 taxes, penalties, or interest arising as a result of the Service Award. Approval
4 of this Settlement shall not be conditioned on Court approval of the requested
5 amount of the Service Award. If the Court reduces or does not approve the
6 requested Service Award, Plaintiff shall not have the right to revoke the
7 Settlement, and it will remain binding.

8 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
9 for Class Counsel Award not to exceed one-third of the Gross Settlement
10 Amount currently estimated to be Two Hundred Eighty-Three Thousand,
11 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$283,333.33)
12 *and* reimbursable litigation expenses supported by declaration up to and not
13 to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Any
14 awarded Class Counsel Award shall be paid from the Gross Settlement
15 Amount. Any portion of the requested Class Counsel Award that is not
16 awarded to Class Counsel shall be part of the Net Settlement Amount and shall
17 be distributed to Settlement Class Members as provided in this Agreement.
18 The Settlement Administrator shall allocate and pay the Class Counsel Award
19 from the Gross Settlement Amount no later than fifteen (15) calendar days
20 after the Funding Date. Class Counsel shall be solely and legally responsible
21 to pay all applicable taxes on the payments made pursuant to this paragraph.
22 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
23 Counsel for the payments made pursuant to this paragraph. If the Court
24 reduces or does not approve the requested Class Counsel Award, Plaintiff and
25 Class Counsel shall not have the right to revoke the Settlement, or to appeal
26 such order, and the Settlement will remain binding.

27 11. PAGA Payment. Twenty-Five Thousand, Five Hundred Dollars and Zero
28 Cents (\$25,500.00) shall be allocated from the Gross Settlement Amount for

1 settlement of claims for civil penalties under the Private Attorneys General
2 Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay
3 seventy-five percent (75%) of the PAGA Payment (\$19,125) to the California
4 Labor and Workforce Development Agency no later than fifteen (15) calendar
5 days after the Effective Date (hereinafter “LWDA Payment”). Twenty-five
6 percent (25%) of the PAGA Payment (\$6,375) will be distributed to the
7 Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved
8 Employee Payment”). For purposes of distributing the PAGA Payment to the
9 Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata
10 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
11 as defined above.

12 12. Settlement Administration Costs. The Settlement Administrator shall be paid
13 for the costs of administration of the Settlement from the Gross Settlement
14 Amount. The estimate of the Settlement Administration Costs is \$10,550.00.
15 The Settlement Administrator shall be paid the Settlement Administration
16 Costs no later than fifteen (15) calendar days after the Funding Date.

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

26 1. Declaration by Settlement Administrator. No later than seven (7) days after
27 the Response Deadline, the Settlement Administrator shall submit a
28 declaration in support of Plaintiff’s motion for final approval of this

1 Settlement detailing the number of Notice Packets mailed and re-mailed to
2 Class Members, the number of undeliverable Notice Packets, the number of
3 timely requests for exclusion, the full names of any Class Members who opt
4 out of the Settlement, the number of objections received, the amount of the
5 average, lowest, and highest Individual Settlement Payments, the amount of
6 the average, lowest, and highest Aggrieved Employee Payments, the
7 Settlement Administration Costs, and any other information as the Parties
8 mutually agree or the Court orders the Settlement Administrator to provide.

9 2. Final Approval Order and Judgment. Class Counsel shall present an Order
10 Granting Final Approval of Class Action Settlement to the Court for its
11 approval, and Judgment thereon, at the time Class Counsel files the Motion
12 for Final Approval.

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

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

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

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

27 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
28 Agreement among these Parties, and no oral or written representations, warranties or

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

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

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

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

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

- 1 X. Counterparts. This Agreement may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same
3 instrument provided that counsel for the Parties to this Agreement shall exchange
4 among themselves copies or originals of the signed counterparts.
- 5 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
6 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
7 Settlement after extensive arms-length negotiations, taking into account all relevant
8 factors, present and potential.
- 9 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
10 respect to the interpretation, implementation, and enforcement of the terms of this
11 Agreement and all orders and judgments entered in connection therewith, and the
12 Parties and their counsel submit to the jurisdiction of the Court for purposes of
13 interpreting, implementing and enforcing the settlement and all orders and judgments
14 entered in connection with this Agreement.
- 15 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
16 the Court shall first attempt to construe the provisions valid to the fullest extent
17 possible consistent with applicable precedents so as to define all provisions of this
18 Agreement valid and enforceable.
- 19 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
20 certification for purposes of this settlement only.

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

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

DATED: _____

REBECCA RIVERA

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

DATED: _____

EUREKA CENTER EMPLOYEES, LLC

Printed Name

Title

DATED: _____

EUREKA REALTY PARTNERS, INC.

Printed Name

Title

DATED: _____

EUREKA REALTY PARTNERS, INC.

Printed Name

Title

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DATED: _____

CRAIG REALTY GROUP-CABAZON, LLC

Printed Name

Title

DATED: _____

CRAIG REALTY GROUP-CITADEL, LLC

Printed Name

Title

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

3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: _____

5 Attorneys for Plaintiff and the Settlement Class
6 Members
7
8

9 DATED: _____

ZAKAY LAW GROUP, APLC

10 By: _____

11 Attorneys for Plaintiff and the Settlement Class
12 Members
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14

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16 DATED: _____

CRUSER, MITCHELL, NOVITZ, SANCHEZ,
GASTON & ZIMET, LLP

17 By: _____

18 Ian McClain-Sewer, Esq.
19 Attorney for Defendants
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EXHIBIT A

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

**(Rebecca Rivera v. Eureka Center Employees, LLC, et al., San Bernardino County Superior Court Case
No. CIVSB2308152)**

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants 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 Bernardino (the “Court”) has been reached between Plaintiff Rebecca Rivera (“Plaintiff”) and Defendants Eureka Center Employees, LLC, Eureka Realty Partners, Inc, Craig Realty Group-Cabazon, LLC, and Craig Realty Group-Citadel, LLC (“Defendants”). 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 Defendants in California and classified as non-exempt employees - at any time between April 7, 2019 and March 15, 2024 (“Class Period”).

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

2. What is this class action lawsuit about?

On April 7, 2023, Plaintiff filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted claims against Defendants for: (1) Unfair Competition in Violation of California Business & Professions Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of

California Labor Code §§ 226.7 & 512 and The Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of California Labor Code §§ 226.7 & 512 and The Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of California Labor Code § 226; (7) Failure to Provide Wages When Due in Violation of California Labor Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees For Required Expenses in Violation of California Labor Code § 2802; and (9) Failure to Provide Sick Pay and Failure to Provide Paid Sick Leave Balance in Violation of California Labor Code § 246, *et seq.* (the “Action”). On April 7, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On August 15, 2023, Plaintiff filed an amended complaint adding a cause of action and factual allegations for alleged violations of PAGA (the “Operative Complaint”).

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

On August 22, 2024, the Parties participated in a mediation presided over by Lynn Frank, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement, but Mediator Frank made a mediator’s proposal that was accepted by the Parties. 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. Defendants have agreed to pay an “all in” amount of Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

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

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed **\$10,550.00** for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$283,333.33) and actually incurred litigation expenses of not more than \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,00.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for her services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$25,500 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$19,125 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$6,375 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all persons who are or previously were employed by Defendants in California and classified as non-exempt employees at any time during the period between April 7, 2022 and March 15, 2024 ("PAGA Period")

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

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

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

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

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

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants 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 (April 7, 2019, through March 15, 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 (April 7, 2022, through March 15, 2024).

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

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

6. How can I get a payment?

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

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/>

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Rebecca Rivera v. Eureka Center Employees, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2308152. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Rebecca Rivera v. Eureka Center Employees, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2308152. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

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

Counsel for Defendants:

Jose R. Gonzalez, Esq.
Ian McClain-Sewer, Esq.
Cruser, Mitchell, Novitz, Sanchez,
Gaston & Zimet LLP
800 Wilshire Boulevard, 15th Floor
Los Angeles, CA 90017
T: 213-689-8500
jgonzalez@cmlawfirm.com
imcclainsewer@cmlawfirm.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 Bernardino County Superior Court, Department S17, located at 247 West Third Street San Bernardino, CA 92415 before Judge Joseph Ortiz. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Rebecca Rivera v. Eureka Center Employees, LLC, et al., San Bernardino County Superior Court, Case No. CIVSB2308152***, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall be transmitted to the California State Controller's Office, Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3



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

Case Name: Rivera v Eureka Center
Date: Wednesday, October 9, 2024
RFP Number: 13350004

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	640
Certified Language Translation:	Yes
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	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	640	\$960.00
USPS First Class Postage	Per Piece	\$0.69	640	\$441.60
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	128	\$256.00
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	\$147.80	1	\$147.80
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$3,275.40

Project Management				
Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$770.00



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	\$165.00	1	\$165.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$165.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	640	\$960.00
USPS First Class Postage	Per Piece	\$0.69	640	\$441.60
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	64	\$128.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	9	\$900.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$4,959.60

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$830.00

WILL NOT EXCEED:			\$10,550.00
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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 this 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. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

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

Zakay Law Group, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Fax: (858) 404-9203

1. Firm Practice Areas:

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

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

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

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

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

Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magma cum laude*, April 2011

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

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

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

SAN DIEGO STATE UNIVERSITY, San Diego, CA

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

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

- **COMMUNITY SERVICE**

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

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

3. Attorney Jackland K. Hom Biography:

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

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

- **PROFESSIONAL EXPERIENCE**

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

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

- **EDUCATION**

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

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

Academic Achievement Awards: Advanced Prosecution Function.

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

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

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

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA

Trial Attorney, January 2021 – December 2021

- **EDUCATION**

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

Juris Doctor, *cum laude*, May 2020

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

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

Activities: President of External Affairs, Consumer Attorneys of USD

Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

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

Honors: Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

5. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

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

- **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

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

6. **Attorney Rachel Newman Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

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

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *April 2023*

UNIVERSITY OF OREGON, Eugene, OR

Bachelor of Arts: Political Science: 2020

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

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

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

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

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

3. Moore v. Zirx Transportation

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

4. Pasallo v. GSG Protective Services

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

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

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

6. Tressler v. Spoonful Management

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

7. Murphy v. Rockler Retailer Group, Inc.

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

8. Bruemmer v. Tempur Retail Stores, LLC.

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

9. Christina Cummings v. G6 Hospitality, LLC

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

10. Nicolai Laguatan v. Prevent LSS

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

11. Heather McIntyre v. JRR Enterprises

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

12. Lori Phipps v. Soapy Joe's

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

13. Marcos Antonios v. Interface Rehab, LLC

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

14. Tiffany Rodriguez v. Circle K

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

15. Derik Scott et al. v. Ultimate Performance

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

16. Raymond Frazier v. Asa Carlton

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

17. Amber Price v. DMSD Restaurants

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

18. Jamaal Johnson v. Volt Management Corp

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

19. Mark Connor v. Ascendant Marketing

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

20. Niki Nunez v. Home Depot

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

21. Alma Salazar v. Frontier Toyota

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

22. Josefina Garces v. Kar Auction Services

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

23. Madison Weiss v. Niznik Behavior

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

24. Jimmy Mack v. ERM Enterprises

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

25. Josefina Garces v. DriverDo

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

26. Perseus Porras v. Tantalum Restaurant

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

27. Nicholas Leon v. Miller Event Management

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

28. Aaris Watts v. TRL Systems

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

29. Johnathan Roa v. Otay Mesa Sales

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

30. Jonathan Mitchell v. Mack Trucking

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

31. Richard Jer Vang v. Bridge Property Management

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

32. Madison Marrero v. Stat Med

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

33. Brian Reyes v. Stowasser Buick-GMC

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

34. Erik Foss v. Anderson Hospitality, Inc.

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

35. Griselda Duran v. EmployBridge

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

36. Luis Rendon v. Healthcare Investments, Inc.

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

37. Richard Melead v. TVI, Inc.

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

38. Thomas Haven v. California Vocations, Inc.

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

39. Estefania Renteria v. Love's Country

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

40. Rachel Latin v. OneMain General Services Corp.

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

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

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

42. Jie Xu v. HT Multinational

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

43. Yvette Molina v. Hawaiian Airlines

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

44. Reinald Pillsbury v. T & T Restaurants CA

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

45. Luis de Jesus v. Guardian Angel Home Care

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

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

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

47. Gabriel Mendez v. Bondz, Inc.

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

48. James Conley v. Siskiyou Forest Products

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

49. Alex Castellanos v. Southwest Patrol

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

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705

Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

52. Elias Kaser v. Aviation Consultants, Inc.

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

53. Christopher Chacon v. Panda Motors, Inc.

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

54. Willie Lang v. Pathways

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

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

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

56. Daniel Jacobs v. Rush Media Company

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

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero

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

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

59. James Rachal v. ELG Metals, Inc.

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

60. Michael Ashlock v. Advantis Medical Staffing

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

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

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

62. Nicolas Neutall v. Urban Alchemy

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

63. Courteney Arneson v. Bahn Thai, Inc.

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

64. Traci Pollinger v. Hoehn Motors, Inc.

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

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

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

66. Shasta Collins v. Hilton Management, LLC

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

67. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

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

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

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

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

71. David Ezell v. Diab Leasing, Inc.

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

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

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

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

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

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

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

75. Jermell Jones v. Greenlawn Funeral Homes

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

76. Isaiah Davis v. RPM Juice, Inc.

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

77. Jose Garcia v. Ferma Greenbox

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

78. Brittney Jones v. ASD6

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

Status	Settled
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79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

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

82. Emily Tolosa v. Kensington Redwood City, LLC

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

83. Gabriel Guzman v. Vulcan Materials Company

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

84. Cristal Rodriguez v. EAH , Inc.

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

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703

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

86. Omar Vejar v. Fineline Woodworking, Inc.

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

87. Claudia Nunez v. The Whole Child

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

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

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

89. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

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

91. James Aguilar v. T & K

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

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

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

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

94. Joe Moreno v. Rambo, LLC.

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

95. Norman Respass v. The Scion Group

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

96. Devin Terrell v. KaiserAir

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

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

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

98. Dante Henderson v. Bizon Group, Inc.

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

99. Noemy Flores v. Aven Group, Inc.

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

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

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

101. Ricardo Rodriguez v. Employbridge

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

102. Amanda Patterson v. RCSH Operations, Inc.

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

103. Tyra Toler v. Total Testing Solutions LLC

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

104. Juanita Allen v. Nissan of Stockton

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

105. Paola Villalvazo v. SK Market Inc.

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

106. Luke Delacruz v. Walmart (Bonobos)

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

107. Powell v. Core Community Organized Relief Effort

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

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

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

109. Alisa Alvarez v. SLO Arches, Inc.

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

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

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

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

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

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

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

113. Maria Tabarez v. Alta Hospitals System LLC

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

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

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

116. Veronica Maravilla v. Venus Et Fleur, LLC

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

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

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

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

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

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

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

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

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

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

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

122. Marquan Nesbitt v. Autonomous, Inc.

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

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

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

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

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

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

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

126. Jeannete Gomes v. Homeaglow Inc.

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

127. Alan Carrillo Rodriguez v. Titan Workforce

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

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

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

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

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

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

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

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

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

132. John Schilder v. Tenderloin Neighborhood Development Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

139. Brennan Howard v. Koulax Enterprises

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

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

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

141. Kaliyah Martin v. Blend Labs et al.

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

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

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

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

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

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

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

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

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

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

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

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

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

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

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