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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

AMANDA VASQUEZ, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MICARE CALIFORNIA, P.C., a California
corporation; EMPLOYEE BENEFIT
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company;
IMAGINE 360 ADMINISTRATORS, LLC,
a Texas limited liability company; IMAGINE
360 LLC, a Delaware limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No. 22CECG01242

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

Date: May 2, 2024

Time: 3:27 p.m.

Judge: Hon. Jeffrey Y. Hamilton, Jr.

Dept.: 503

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff AMANDA VASQUEZ (hereafter "Plaintiff") in this wage and hour class and representative
6 action against MiCare California, P.C., ("Defendant MiCare") and Employee Benefit Management
7 Services, LLC ("Defendant EBMS") (collectively, "Defendants").

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

10 **I. EXHIBITS**

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

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

19 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the JCL Law Firm "Firm
20 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

21 **II. INTRODUCTION**

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

1 Settlement Class Members who do not opt out of the Settlement resulting in an average Individual
2 Settlement Payment of **\$1,326.30**.

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

8 **III. FACTS AND PROCEDURE**

9 **A. Overview of the Litigation**

10 8. Defendants provide medical services to employees who are covered by health plans
11 administered through Defendant EBMS. Plaintiff was employed by Defendants in California from
12 February 2022 to September 2022 as a non-exempt employee. Throughout her employment, Plaintiff
13 was entitled to legally compliant meal and rest periods, and minimum and regular wages. Additionally,
14 Plaintiff was subject to Defendant's written policies and procedures contained in, among other
15 documents, the "EBMS Handbook."

16 9. Generally, Plaintiff claims that Defendants failed to furnish accurate itemized wage
17 statements, failed to provide compliant meal and rest periods, failed to pay for all time worked, and
18 failed to pay all wages when due. Defendant denies liability for each of Plaintiff's claims. Further,
19 Defendant asserts that they fully complied with all applicable employment laws and raised several other
20 significant defenses to Plaintiff's claims, including but not limited to, asserting that they furnished
21 accurate itemized wage statements, maintained facially compliant meal and rest period policies, paid
22 their employees for all hours worked, and timely paid all wages due upon separation of employment.

23 10. On March 31, 2023, Plaintiff served Defendant MiCare, Defendant EBMS, Defendant
24 Imagine 360 Administrators, LLC, Defendant Imagine 360 LLC and the Labor and Workforce
25 Development Agency ("LWDA") with a PAGA Notice.

26 11. On April 3, 2023, Plaintiff filed a class action complaint in the Fresno County Superior
27 Court, Case No. 23CECG01242 ("Action"). The Action alleged eight causes of action against
28 Defendant MiCare, Defendant EBMS, Defendant Imagine 360 Administrators, LLC, and Defendant

1 Imagine 360 LLC for: (1) Unfair Competition in violation of Bus. and Prof. Code §§ 17200; (2) Failure
2 to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197, and 1197.1.; (3) Failure
3 to Pay Overtime Wages in Violation of California Labor Code §§ 510; (4) Failure to Provide Required
4 Meal Periods in Violation of California Labor Code §§ 226.7 and 512; (5) Failure to Provide Required
5 Rest Periods in Violation of California Labor Code §§ 226.7 and 512; (6) Failure to Reimburse
6 Employees for Required Expenses in Violation of California Labor Code § 2802; (7) Failure to Provide
7 Wages When Due in Violation of California Labor Code §§ 201, 202, and 203; and (8) Failure to
8 Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226.

9 12. On July 26, 2023, the Parties filed a Stipulation and Proposed Order for Leave to File
10 First Amended Complaint to dismiss Defendant Imagine 360 Administrators, LLC and Defendant
11 Imagine 360 LLC without prejudice, and to incorporate a ninth cause of action and factual allegations
12 for alleged violations of PAGA.

13 13. After engaging in written discovery, the Parties agreed to mediate this action. To prepare
14 for mediation, the Parties agreed to informally exchange documents and data points subject to the
15 mediation privilege, including but not limited to, the Class Members' time data and certain payroll data
16 points. As discussed *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting
17 Group ("BCG") to analyze Defendants' time and payroll data.

18 14. On January 4, 2024, the Parties participated in a full day mediation with Louis Marlin,
19 Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded
20 with a settlement after the Parties agreed to the mediator's settlement proposal, which was subsequently
21 memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and
22 negotiated a long-form settlement agreement, which is the subject of the instant motion.

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

24 15. Months before filing the Action, Class Counsel began its pre-filing investigation into
25 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
26 Plaintiff. As part of the interview process, the Plaintiff produced documents related to her employment,
27 including time and payroll records. At the conclusion of the interviews, Class Counsel determined that
28 Plaintiff's complaints justified further inquiry.

1 16. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In
2 response, Defendants produced several documents, including but not limited, copies of Plaintiff's hiring
3 documents and payroll and time records. Class Counsel reviewed and analyzed the documents and
4 determined the documents appeared to substantiate Plaintiff's claims that Defendants failed to, among
5 other things, provide accurate itemized wage statements, provide compliant meal and rest periods, and
6 pay for all hours worked.

7 17. To prepare for mediation, Defendants produced time and payroll records for the Class
8 Members, aggregate workweek and pay period data for the Class Members, average hourly rate for the
9 Class Members, and copies of applicable handbooks, policies, and agreements. In total, Class Counsel
10 reviewed nearly 2,000 pages of documents.

11 18. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
12 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services,
13 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed
14 and experienced experts in their fields and have provided their expertise on thousands of cases.

15 19. BCG analyzed Defendants' time and payroll data to assist in the development of various
16 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
17 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
18 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
19 meal and rest periods, the amount of unpaid wages, the amount of unpaid overtime, the amount of off-
20 the-clock work, and the amount of missed meal and rest period premiums paid during the Class Period.

21 20. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
22 determining Plaintiff's suitability as a putative class representative through interviews, background
23 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims;
24 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
25 and the type of employer; (4) analyzing the Settlement Class' time and payroll records; (5) analyzing
26 Defendants' labor policies and practices; (6) researching settlements in similar cases as well as
27 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
28 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)

1 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
2 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
3 independent assessment of the reasonableness of the terms to which the Parties have agreed.

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

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

11 22. On January 4, 2024, the Parties conducted a full day of mediation with Louis Marlin,
12 Esq., an experienced mediator of wage and hour class and PAGA actions. Mediator Marlin helped
13 manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both
14 sides. The Parties made substantial progress with Mediator Marlin's assistance. Namely, the Parties
15 exchanged information regarding their respective claims and defenses, including their respective
16 evaluation of the damages. The mediation concluded with a settlement after the Parties agreed to
17 Mediator Marlin's proposal. The complete and final terms of the Parties' settlement are now set forth
18 in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable
19 compromise of the claims at issue.

20 **D. The Proposed Settlement Fully Resolves Plaintiff's Claims**

21 23. The proposed Settlement Class consists of all persons who are or previously were
22 employed by Defendants as a non-exempt employee in California at any time during the period between
23 April 3, 2019, through April 3, 2024, and who did not submit a timely and valid request for exclusion.
24 Agreement at I(LL). At the time of mediation, Defendants estimated that the Class was comprised of
25 46 individuals that worked approximately 3,548 workweeks during the Class Period.

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1 **IV. ARGUMENT**

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

3 24. Once the Parties memorialized the settlement in the form of a Memorandum of
4 Understanding, the Parties engaged in negotiations regarding the written terms of the class action
5 settlement. The Agreement is the final product of the mediated negotiations. Objectively, the Settlement
6 terms are fair, adequate and represent a reasonable compromise of the claims at issue.

7 25. Class Counsel conducted a very thorough investigation into the factual and legal issues
8 in dispute. In addition to informal and formal discovery, document review, data analysis and legal
9 research, Class Counsel also researched similar wage and hour actions. Although no two cases are
10 identical, this research provided Class Counsel with a marker to inform settlement discussions and,
11 ultimately, to measure this settlement against. The investigation allowed Class Counsel to realistically
12 assess the value of Plaintiff's claims and intelligently engage defense counsel in settlement discussions
13 that culminated in the proposed settlement now before the Court.

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

20 27. The Gross Settlement Amount of \$150,000.00 is fair and reasonable considering the
21 nature and magnitude of the claims being settled and the various potential impediments to recovery.
22 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
23 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The
24 various models were informed by Class Counsel's investigation, including the analysis of Class
25 Members' time and payroll data. Class Counsel projected Defendants' liability exposure for *class*
26 *claims* (excluding PAGA Penalties) at \$937,560.05. Thus, the Gross Settlement Amount of \$150,000
27 represents approximately 16% of Defendants' *class-wide* liability exposure. However, after applying
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1 discount factors, the \$150,000 recovery represents approximately 32.58% of Defendants' more realistic
2 exposure after applying various risk factor discounts.

3 28. One of Plaintiff's primary claims alleged that Defendants issued wage statements to
4 Plaintiff and Class Members that failed to accurately state the total hours worked in violation of Cal
5 Lab. Code § 226(a)(2). Specifically, Defendants issued wage statements that included the categories of
6 "PTO", "Sick", "Holiday", and/or "Bereavement" into the calculation of total hours worked, even
7 though PTO, Sick Pay, Holiday Pay, and Bereavement pay are not considered "hours worked" for
8 purposes of Cal. Lab. Code § 226(a)(2). Conversely, Defendants argued, among other things, that they
9 issued accurate itemized wage statements to Plaintiff and Class Members that correctly calculated the
10 total hours worked. Further, Defendants argued that even if they failed to furnish accurate itemized
11 wage statements, Plaintiff could not establish the injury requirement on a class-wide basis. Considering
12 Defendants' arguments, Plaintiff applied a 10% discount and estimated that Defendants' exposure for
13 this claim ranged from \$64,260.00 to \$71,400.00.

14 29. Plaintiff also alleged that Defendants failed to provide compliant meal periods, and
15 further failed to provide any meal period premiums. Specifically, Plaintiff alleged that because of
16 rigorous work schedules and Defendants' understaffing, Plaintiff and Class Members were unable to
17 take timely and duty-free meal periods. Conversely, Defendants argued, among other things, that they
18 provided Class Members with the opportunity to take compliant meal periods. Defendants also argued
19 that they maintained facially compliant meal period policies. Further, Defendants argued that any
20 missed meal periods were voluntarily and did not trigger liability for premium payments. Thus,
21 Defendants argued that there was no potential liability for Plaintiff's alleged meal period violations.
22 Consequently, Plaintiff applied a 50% discount and estimated that Defendants' exposure for meal period
23 claims ranged from \$98,294.56 to \$196,589.12.

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1 30. Plaintiff also alleged that Defendants failed to provide any rest periods and had in place
2 an unlawful rest period policy throughout the Class Period. Further, Defendant never paid a single rest
3 period premium during the Class Period. Consequently, Plaintiff alleged that she and other Class
4 Members are owed rest period premiums for rest period violations that occurred during the Class Period.
5 Again, Defendants denied liability and asserted that they maintained legally compliant rest period
6 policies and practices throughout the Class Period. Defendants argued that some evidence of a uniform
7 unlawful policy does not show that Defendants had a *practice* of denying rest breaks. (*See Cacho v.*
8 *Eurostar, Inc.* (2019) 256 Cal.Rptr.3d 547 at 569 (providing that “the existence of a uniform unlawful
9 policy does not necessarily mean the employer has liability for violations that can be demonstrated with
10 common proof.”). Moreover, Plaintiff recognizes the evidentiary burdens establishing this claim.
11 Establishing Plaintiff’s rest period claim would rely, almost entirely, on Class Member testimony,
12 making it a riskier claim at class certification and liability stages. Certification likely would have
13 required depositions of Class Members who provided declarations, and Defendants surely would have
14 obtained opposing declarations stating either rest breaks were taken, or rest breaks were voluntarily
15 waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11
16 (“Because of the competing testimony before the Court, plaintiff’s evidence that Defendants may have
17 an illegal, written rest break policy is insufficient for this Court to find that common issues
18 predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL
19 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate
20 uniform practices.”). Consequently, Plaintiff applied a 50% discount and estimated that Defendants’
21 exposure for rest period claims ranged from \$108,141.60 to \$216,283.20.

22 31. Plaintiff also alleged that the Defendants’ labor code violations resulted in derivative
23 liability for waiting time penalties. Although these *penalties* represented one of Defendants’ largest
24 dollar amount of exposure, this is Plaintiff’s most uncertain claim. Specifically, Defendants argued that
25 Plaintiff could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code
26 section 203. Consequently, Plaintiff applied a 50% discount and estimated that Defendants’ exposure
27 for this claim ranged from \$156,492.00 to \$312,984.00.

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1 32. Plaintiff further alleged that Defendants failed to reimburse its employees for mandatory
2 business expenses. Specifically, Plaintiff alleges that she and other Class Members were required to use
3 their own personal cellular phones as a result of and in furtherance of their job duties but were not
4 reimbursed for the cost associated with the use of their personal cellular phones. Plaintiff alleges she
5 and other Class Members were required to use their personal cell phones in order to, among other things,
6 communicate with supervisors, other employees, and patients. Defendants deny these claims, and also
7 note that the Class is comprised of all non-exempt employees, and even if these claims were true, they
8 would affect only a small subset of that Class. Cal. Labor Code § 2802, provides that “[a]n employer
9 shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee
10 in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
11 of the employer...” Taking into account Defendants’ defenses, Plaintiff applied an 85% discount to
12 this claim. Plaintiff estimated Defendants’ exposure for this claim ranged from \$2,736.00 to
13 \$18,240.00.

14 33. Plaintiff further alleges that Defendants failed to pay for all hours worked at the minimum
15 wage as She and other Class Members were required to work off-the-clock and were not compensated
16 for that time. Defendants vigorously denied liability for this claim. Collectively, Defendants asserted,
17 among other things, that its written policies and procedures directed its employees to perform work only
18 while on-the-clock. Defendants asserted that any deviation from these written policies was individual-
19 specific and thus, created individualized issues of liability unsuitable for class treatment. Based on
20 Defendants’ practices requiring employees to work off-the-clock, Plaintiff assumed ten (10) minutes of
21 unpaid compensable time per shift by the Class Members during the Class Period. Taking into account
22 Defendants’ defenses, Plaintiff applied 90% discount to this claim. Plaintiff estimated Defendants’
23 exposure for this claim ranged between approximately \$30,515.93 and \$122,063.73.

24 34. Class Counsel’s damage model also estimated Defendants’ exposure for PAGA
25 violations. At the time of mediation, Plaintiff estimated Defendants’ PAGA exposure to be \$139,950.00
26 if successful at trial.

27 35. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$10,000 which
28 is approximately 6.67% of the Gross Settlement Amount. This amount falls well within the range of

1 approved PAGA Payments. Seventy-Five percent (75%) of the PAGA Payment (\$7,500.00) will be
2 paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) of the PAGA
3 Payment (\$2,500.00) will be distributed to the Aggrieved Employees, which is within the range of
4 PAGA Payments approved by courts and should be approved.

5 36. At trial, any PAGA penalties awarded in this case could be less than Plaintiff’s
6 calculation, even had Plaintiff prevailed on the PAGA claim. Here, multiplying the number of pay
7 periods (approximately 728) by \$5 results in a total potential liability of \$3,640.00.

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

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

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

8 39. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$150,000.00 that
9 is approximately 16% of Defendants' *class-wide* liability exposure for damages and statutory penalties,
10 and approximately 13.92% of Defendants' maximum class wide liability exposure for damages and
11 penalties, including PAGA Penalties. Given the amount of the settlement here, as compared to potential
12 value of the claims, offset by the various inherent risks to continued litigation, the settlement is fair and
13 reasonable.

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

15 40. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
16 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
17 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
18 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
19 procedure, and time period within which to requests for exclusions or objections to the Settlement, the
20 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
21 and scope of the Released Claims. *See* Class Notice, attached as Exhibit A to the Agreement. The
22 Parties negotiated this method to ensure delivering the most reasonable method of notice to the Class
23 Members while ensuring cost effective administration of the Settlement.

24 41. Accordingly, both the method of disseminating the Class Notice and content of the Class
25 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
26 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed
27 compromise and of the options open to dissenting class members.")).

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1 **D. The Court Should Preliminarily Approve the Service Award**

2 42. The Settlement provides for a Service Award of \$5,000 for Plaintiff. The service award
3 is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class
4 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of her
5 case and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure that
6 its terms are fair and provide adequate relief for the Settlement Class.

7 43. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service
8 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
9 above showing is sufficient for preliminary approval of the negotiated Service Award.

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

11 44. Here, Class Counsel requests attorneys' fees in the amount of \$50,000.00, representing
12 one-third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards
13 in similar wage and hour class actions that Class Counsel has received in California Superior Courts,
14 over the past five years. Moreover, the requested one-third attorneys' fee award is in the middle of
15 historically recognized range of attorneys' fees awarded in common fund class action settlements. The
16 attorneys' fees request should be awarded based upon the Gross Settlement Amount in accordance with
17 *Laffitte*, i.e., percentage of the fund with a lodestar cross check. As further explained below, the
18 reasonableness of the requested \$50,000.00 attorneys' fees award is further supported by the lodestar
19 cross-check.

20 45. As of April 9, 2024, The JCL Law Firm, APC incurred a total lodestar of \$46,372.50 for
21 99.48 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's
22 lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the
23 conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are attached hereto as
24 **Exhibit "4"**.

25 46. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC, worked
26 a total of 40.90 hours successfully prosecuting this action for a lodestar of \$24,380.00. A true and
27 accurate copy of the Zakay Law Group, APLC time and billing entries is attached to the Declaration of
28 Shani Zakay, Esq. filed concurrently herewith.

47. Collectively, Class Counsel spent a total of 140.38 hours successfully litigating this matter for a total combined lodestar of \$70,752.5, exclusive of costs, with significant work remaining. The lodestar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	99.48	\$46,372.50
Zakay Law Group, APLC.	40.90	\$24,380.00
Total	140.38	\$70,752.5

48. Further, Class Counsel will be performing additional work, including drafting the motion for final approval, motion for Class Counsel Award and Class Representative Award, attending the hearing on final approval, finalizing the orders and judgment, and monitoring completion of the settlement process. I expect this additional work will result in an additional 30-40 hours of additional work and an additional lodestar between \$15,000 and \$20,000.

49. Collectively, Class Counsel expended \$17,217.15 to date (JCL Law Firm, APC - \$9,356.51 and Zakay Law Group, APLC - \$7,860.64) prosecuting this action. The JCL Law Firm's costs are reflected in the attached **Exhibit "5"**. The Zakay Law Group, APLC's costs are attached to the Declaration of Shani Zakay filed concurrently herewith.

50. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; mediation fees; and expert costs, which were all incurred during, and were necessary for the successful prosecution of the litigation and, thus, should be reimbursed.

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

F. Provisional Certification for Settlement Purposes is Appropriate

52. For Settlement, Plaintiff contends, and Defendants do not dispute, that provisional certification of the Class is appropriate.

53. Here, Plaintiff seeks to certify a class consisting of all persons who are or previously were employed by Defendants as a non-exempt employee in California at any time during the period from

1 April 3, 2019, through April 3, 2024. Plaintiff estimates that the Class has 46 members. Therefore, the
2 Class is sufficiently numerous to warrant certification. Moreover, the class is readily ascertainable by
3 reference to Defendant's payroll records and other personnel information. Therefore, the proposed class
4 is sufficiently numerous and ascertainable to be certified for the purpose of settlement.

5 54. Here, there are common questions of law and fact. The statutes relating to each of
6 Plaintiff's claims apply with equal force and effect to the entire Settlement Class. Factually, Defendants'
7 policies and practices apply class-wide and Defendants' liability can be determined by facts common
8 to all members of the class. Plaintiff's wage and hour claims are typical of the proposed Settlement
9 Class because they arise from the same factual basis and are based on the same legal theories applicable
10 to the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of
11 the Settlement Class. Plaintiff alleges that she was injured by the same company-wide practices to which
12 the proposed Class Members were subject to and seeks the same relief. Plaintiff has already
13 demonstrated her ability to advocate for the interests of the Class Members by initiating this litigation,
14 undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.
15 Accordingly, Plaintiff will be able to adequately represent the class, and does not have any conflicts
16 that would make her unable to represent the class.

17 55. Certifying the class would be superior to any other available means of resolving the
18 disputes between the Parties. Absent class certification, the employees would have to litigate their
19 claims individually, which would result in wasted time and resources relitigating the same issues and
20 presenting the same testimony and evidence. Moreover, given the size and amount of each individual
21 claim, the Class Members likely have little incentive to litigate their claims on an individual basis
22 because the out-of-pocket expense and personal commitment necessary to litigate each claim outweighs
23 any potential recovery.

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1 **F. Class Counsel’s Experience**

2 56. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
3 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
4 (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
5 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
6 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
7 (Partner/Owner), Monnett De La Torre, Esq. (Senior Associate) Sydney Castillo-Johnson, Esq.
8 (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Andrea Amaya, Esq. (Associate
9 Attorney), Kendall Garald, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal), Jennifer Heming
10 (Paralegal), Madelyn Uchiyama (Legal Assistant), and Nicole Teller (Legal Assistant).

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

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

20 59. I have significant class counsel and collective action counsel experience. My credentials
21 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit “3”**. Since
22 2010, my firm has successfully resolved more than sixty (65) cases and recovered in excess of \$75
23 million on behalf of the Firm’s clients. Since 2010, I have successfully tried two (2) cases to conclusion,
24 each resulting in a favorable verdict for the firm’s clients. Finally, I have published appellate experience
25 in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8
26 Cal.App.5th 521 and *Duran v. EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th 59.
27 Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015,
28 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list

1 recognizes the top 2.5% of eligible attorneys. (see
2 https://www.superlawyers.com/about/selection_process.html.)
3

4 I declare under the penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct. Executed this 9th day of April 2024, at San Diego, California.

6 **JCL LAW FIRM, APC**

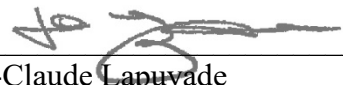
7 By: 
8 Jean-Claude Lapuyade
9 Attorneys for Plaintiff
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EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
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ZAKAY LAW GROUP, APLC

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shani@zakaylaw.com

Attorneys for Plaintiff AMANDA VASQUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

AMANDA VASQUEZ, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

MICARE CALIFORNIA, P.C., a California
corporation; EMPLOYEE BENEFIT
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; IMAGINE
360 ADMINISTRATORS, LLC, a Texas
limited liability company; IMAGINE 360 LLC,
a Delaware limited liability company; and
DOES 1- 50, Inclusive,

Defendants.

Case No. 23CECG01242

[Complaint Filed: April 3, 2023]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Amanda Vasquez (hereinafter “Plaintiff”), an individual, on behalf of herself, and on behalf of all persons similarly situated, and in her representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant MICARE CALIFORNIA, P.C., a California Corporation and Defendant EMPLOYEE BENEFIT MANAGEMENT SERVICES, LLC, a Delaware limited liability company (collectively, “Defendant” and/or “Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Amanda Vasquez v. MiCare California, P.C.*, Fresno Superior Court, Case No. 23CECG01242, filed on, April 3, 2023.
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- C. “Aggrieved Employees” means all persons who are or previously were employed by Defendant as a non-exempt employee in California at any time during the PAGA Period.
- D. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the PAGA Payment (\$2,500.00) that will be distributed to the Aggrieved Employees as described in this Agreement.
- E. “Class” or the “Class Members” means all persons who are or previously were employed by Defendant as a non-exempt employee in California at any time during the Class Period.
- F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- G. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount

currently estimated to be \$50,000.00 out of \$150,000.00 plus costs of up to \$20,000.00. Attorneys' fees will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

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

I. "Class Period" means the period beginning April 3, 2019, through April 3, 2024.

J. "Class Representative" shall mean plaintiff Amanda Vasquez.

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

L. "Defendants" shall mean MiCare California, P.C., and Employee Benefit Management Services, LLC.

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

1. this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
2. the Court has preliminarily approved the Settlement;
3. notice has been properly given to Class Members, providing them an opportunity to opt out of the Class and Settlement as described in this Agreement;
4. the Court has held a Final Fairness and Approval Hearing and entered the Final Order and Judgment approving the Settlement; and,
5. no later than the earliest of: (i) 60 days after approval of the Settlement, if no objections to the Settlement are filed; or (ii) 3 calendar days after the deadline to file an appeal of the approval order, if no appeals are filed; or (iii) if one or more appeals are filed, 3 calendar days after any appeal is dismissed or if the

1 Settlement is affirmed after an appeal, and the approval order is not subject to
2 further appeal.

3 N. "Funding Date" shall mean the date by which Defendants have paid the entire Gross
4 Settlement Amount to the Settlement Administrator in accord with the terms of this
5 Agreement. Defendants will pay the Gross Settlement Amount to the Settlement
6 Administrator within sixty (60) days of notice of entry of the Court's order granting
7 final approval or if an objection to the settlement is made but if no appeal is filed,
8 then Defendants shall pay the Gross Settlement Amount to the Settlement
9 Administrator within sixty (60) days of the expiration of the appeal period. If an
10 appeal is filed, Defendants shall pay the Gross Settlement Amount to the Settlement
11 Administrator within sixty (60) days of when the applicable appellate court has
12 rendered a final decision or opinion affirming the Court's final approval order and
13 judgment without material modification, and the applicable date for seeking further
14 appellate review has passed, or the date that any such appeal has been either dismissed
15 or withdrawn by the appellant.

16 O. "Gross Settlement Amount" means One Hundred Fifty Thousand Dollars and Zero
17 Cents (\$150,000.00) that Defendants must pay into the QSF in connection with this
18 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel
19 Award (including attorneys' fees, costs and expenses), Service Award, and the PAGA
20 Payment. The Gross Settlement Amount is all-in with no reversion and *exclusive* of
21 the employer's share of payroll tax, if any, triggered by any payment under this
22 Settlement.

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

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

27 R. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
28 (\$7,500.00) payable to the to the LWDA.

- 1 S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
2 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
3 Costs.
- 4 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the
5 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
6 than formatting changes to facilitate printing by the Settlement Administrator).
- 7 U. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff on
8 _____, 2024, in the Fresno Superior Court.
- 9 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
10 Labor Code § 2698 *et seq.*
- 11 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
12 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
13 Employees during the PAGA Period.
- 14 X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
15 Employee Payment, as defined herein, means the number of pay periods of
16 employment during the PAGA Period that each Aggrieved Employee worked in
17 California.
- 18 Y. “PAGA Period” means the period beginning March 31, 2022, through April 3, 2024.
- 19 Z. “PAGA Payment” shall mean Ten Thousand Dollars and Zero Cents (\$10,000.00) to
20 be allocated from the Gross Settlement Amount for settlement of PAGA Claims
21 asserted in the Action.
- 22 AA. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
23 Plaintiff or Defendants, individually.
- 24 BB. “Payment Ratio” means the respective Workweeks for each Class Member divided
25 by the total Workweeks for all Class Members.
- 26 CC. “Plaintiff” shall mean Amanda Vasquez.
- 27 DD. “QSF” means the Qualified Settlement Fund established, designated, and maintained
28 by the Settlement Administrator to fund the Gross Settlement Amount.

- 1 EE. "Released Class Claims" shall mean all class claims alleged in the Operative
2 Complaint, or which could have reasonably been alleged in the Operative Complaint
3 based on the facts alleged, which occurred during the Class Period, and expressly
4 excluding all other claims, including claims for vested benefits, wrongful termination,
5 unemployment insurance, disability, social security, workers' compensation, and
6 class claims outside of the Class Period.
- 7 FF. "Released PAGA Claims" shall mean all PAGA claims alleged in the Operative
8 Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred
9 during the PAGA Period, and expressly excluding all other claims, including claims
10 for vested benefits, wrongful termination, unemployment insurance, disability, social
11 security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 12 GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
13 Administrator mails Notice Packets to Class Members and the last date on which
14 Class Members may submit requests for exclusion or objections to the Settlement.
15 Neither side shall encourage any Class Member to opt out.
- 16 HH. "Service Award" means an award in the amount of \$5,000 or in an amount that the
17 Court authorizes to be paid to the Class Representative, in addition to her Individual
18 Settlement Payment and her individual Aggrieved Employee Payment, in recognition
19 of her efforts and risks in assisting with the prosecution of the Action.
- 20 II. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 21 JJ. "Settlement Administration Costs" shall mean the amount paid to the Settlement
22 Administrator from the Gross Settlement Amount for administering the Settlement
23 pursuant to this Agreement currently estimated not to exceed \$3,990.00.
- 24 KK. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
25 Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
26 Administrator establishes, designates, and maintains, as a QSF under Internal
27 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
28 the amount of the Gross Settlement Amount is deposited for the purpose of resolving

the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

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

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

II. RECITALS

A. On March 31, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

B. On April 3, 2023, Plaintiff filed a Class Action complaint in the Fresno Superior Court, Case No. 23CECG01242 (the “Action”), alleging claims for:

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

8. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226.

C. On July 26, 2023, the Parties filed a Stipulation and Proposed Order for Leave to File First Amended Complaint to dismiss Defendant IMAGINE 360 ADMINISTRATORS, LLC, a Texas corporation, without prejudice, and Defendant IMAGINE 360 LLC, a Delaware limited liability company, without prejudice, and to incorporate a 9th cause of action and factual allegations for alleged violations of PAGA.

D. The Class Representative believes she has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

E. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative, alleged in the Operative Complaint, and/or alleged in the Class Representative's PAGA notices to the LWDA are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

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

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

9 G. On January 4, 2024, the Parties participated in mediation presided over by Louis
10 Marlin, Esq., an experienced mediator of wage and hour class and PAGA actions.
11 The Parties accepted the mediator's settlement proposal, which was subsequently
12 memorialized in the form of a Memorandum of Understanding.

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

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

27 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
28 for any reason the settlement does not become effective, Defendants reserve the right

1 to contest certification of any class for any reason and reserve all available defenses
2 to the claims in the Action. The Settlement, this Agreement, and the Parties'
3 willingness to settle the Action will have no bearing on and will not be admissible in
4 connection with any litigation.

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

6 **III. TERMS OF AGREEMENT**

7 A. Settlement Consideration and Settlement Payments by Defendants.

8 1. Settlement Consideration. In full and complete settlement of the Action, and
9 in exchange for the releases set forth below, Defendants will pay the sum of
10 the Individual Settlement Payments, the Service Award, the Class Counsel
11 Award, PAGA Payment, and the Settlement Administration Costs, as
12 specified in this Agreement, equal to the Gross Settlement Amount of One
13 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). The Parties
14 agree that this is a non-reversionary Settlement and that no portion of the
15 Gross Settlement Amount shall revert to Defendants. Other than the
16 Defendants' share of employer payroll taxes and as provided in Section III.A.4
17 below, Defendants shall not be required to pay more than the Gross Settlement
18 Amount.

19 2. Class Size. Defendants represents that the Class was comprised of
20 approximately 46 individuals who collectively worked approximately 3,548
21 Workweeks during the Class Period. In regard hereto, Defendants will
22 provide a declaration under penalty of perjury confirming the number of Class
23 Members and Workweeks worked by the Class Members within three (3)
24 business days prior to filing of the Motion for Preliminary Approval. To the
25 extent that any of the forgoing estimates, as represented by Defendants,
26 increases by more than 7%, the Gross Settlement amount shall increase
27 proportionately. For example, if the number of Workweeks increases by 9%
28 then Defendant shall increase the Gross Settlement Amount by 2%. Likewise,

for example, if the number of Class Members increases by 7% then Defendant shall increase the Gross Settlement Amount by 2%.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date.

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 occurrence of all of the following events:

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

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

6 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
7 and shall not be admissible in any judicial, administrative, or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or
9 procedural;

10 2. The conditional class certification (obtained for any purpose) shall be void *ab*
11 *initio* and of no force or effect, and shall not be admissible in any judicial,
12 administrative, or arbitral proceeding for any purpose or with respect to any
13 issue, substantive or procedural; and

14 3. None of the Parties to this Settlement will be deemed to have waived any
15 claims, objections, defenses, or arguments in the Action, including with
16 respect to the issue of class certification.

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

21 G. Certification of the Class. The Parties stipulate to conditional class certification of the
22 Class for the Class Period for purposes of settlement only. In the event that this
23 Settlement is not approved by the Court, fails to become effective, or is reversed,
24 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants
25 from obtaining a complete resolution of the Released Class Claims and Released
26 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
27 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
28

1 administrative or arbitral proceeding for any purpose or with respect to any issue,
2 substantive or procedural.

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

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

the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to review and comment upon the Motion.

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

///

1 L. Notice Procedure.

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

6 2. Notice Packets.

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

PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

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

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

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

1 Administrator. In addition, if any Class Member who is currently employed
2 by Defendants, is returned to the Settlement Administrator, as non-delivered
3 and no forwarding address is provided, the Settlement Administrator shall
4 notify Defendants. Defendants will request that the currently employed Class
5 Member provide a corrected address and transmit to the Settlement
6 Administrator any corrected address provided by the Class Member. Class
7 Members who received a re-mailed Notice Packet shall have their Response
8 Deadline extended fifteen (15) days from the original Response Deadline.

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

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

25 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
26 Packet shall state that Class Members who wish to exclude themselves from
27 the Settlement must submit a signed copy of the Request for Exclusion form
28 to the Settlement Administrator by the Response Deadline. A Request for

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

- 22 8. Objections. The Notice of Class Action Settlement contained in the Notice
23 Packet shall state that Class Members who wish to object to the Settlement
24 may submit to the Settlement Administrator a written statement of objection
25 (“Notice of Objection”) by the Response Deadline. The postmark date of
26 mailing shall be deemed the exclusive means for determining that a Notice of
27 Objection was served timely. The Notice of Objection, if in writing, must be
28 signed by the Settlement Class Member and state: (1) the case name and

number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

M. Allocation of the Gross Settlement Amount.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be

1 redistributed to Settlement Class Members who do not submit valid and timely
2 requests for exclusion on a pro rata basis based on their respective Payment
3 Ratios.

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

13 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
14 Settlement Payments shall be allocated and treated as 20% wages (“Wage
15 Portion”) and 40% penalties (“Penalties Portion”), and 40% pre-judgment
16 interest (“Interest Portion”). The Wage Portion of the Individual Settlement
17 Payments shall be reported on IRS Form W-2 and the Penalty Portion and
18 Interest Portion of the Individual Settlement Payments shall be reported on
19 IRS Form 1099 issued by the Settlement Agreement.

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

23 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
24 individual shares of the PAGA Payment made to Settlement Class Members
25 and/or Aggrieved Employees under this Settlement Agreement, as well as any
26 other payments made pursuant to this Settlement Agreement, will not be
27 utilized to calculate any additional benefits under any benefit plans to which
28 any Class Members may be eligible, including, but not limited to profit-

1 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
2 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
3 Parties' intention that this Settlement Agreement will not affect any rights,
4 contributions, or amounts to which any Class Members may be entitled under
5 any benefit plans.

6 6. All monies received by Settlement Class Members under the Settlement which
7 are attributable to wages shall constitute income to such Settlement Class
8 Members solely in the year in which such monies are received by the Settlement
9 Class Members. It is the intent of the Parties that Individual Settlement
10 Payments and individual shares of the PAGA Payment provided for in this
11 Settlement agreement are the sole payments to be made by Defendants to
12 Settlement Class Members and/or Aggrieved Employees in connection with this
13 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
14 Class Members and/or Aggrieved Employees are not entitled to any new or
15 additional compensation or benefits as a result of having received the Individual
16 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

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

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

1 Individual Settlement Payment and/or Aggrieved Employees' individual
2 share of the PAGA Payment check has not been cashed within one hundred
3 and eighty (180) days, all funds represented by such uncashed checks, plus
4 any interest accrued thereon, shall be transmitted to the State Controller's
5 Unclaimed Property Fund in the name of the Class Member who did not claim
6 the funds.

7 9. Service Award. In addition to the Individual Settlement Payment as a
8 Settlement Class Member and her individual share of the Aggrieved
9 Employee Payment, Plaintiff will apply to the Court for an award of not more
10 than \$5,000.00, as the Service Award. Defendants will not oppose a Service
11 Award of not more than \$5,000.00 for Plaintiff. The Settlement Administrator
12 shall pay the Service Award, either in the amount stated herein if approved by
13 the Court or some other amount as approved by the Court, to Plaintiff from
14 the Gross Settlement Amount no later than fifteen (15) calendar days after the
15 Funding Date. Any portion of the requested Service Award that is not
16 awarded to the Class Representative shall be part of the Net Settlement
17 Amount and shall be distributed to Settlement Class Members as provided in
18 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
19 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and
20 legally responsible to pay any and all applicable taxes on her Service Award
21 and shall hold harmless the Released Parties from any claim or liability for
22 taxes, penalties, or interest arising as a result of the Service Award. Approval
23 of this Settlement shall not be conditioned on Court approval of the requested
24 amount of the Service Award. If the Court reduces or does not approve the
25 requested Service Award, Plaintiff shall not have the right to revoke the
26 Settlement, and it will remain binding.

27 10. Class Counsel Award. Defendants understands, and will not oppose, a motion
28 for attorneys' fees not to exceed one-third of the Gross Settlement Amount

1 currently estimated to be Fifty Thousand Dollars and Zero Cents (\$50,000.00)
2 *and* attorneys' expenses supported by declaration not to exceed Twenty
3 Thousand Dollars and Zero Cents (\$20,000.00). Any awarded Class Counsel
4 Award shall be paid from the Gross Settlement Amount. Any portion of the
5 requested Class Counsel Award that are not awarded to Class Counsel shall
6 be part of the Net Settlement Amount and shall be distributed to Settlement
7 Class Members as provided in this Agreement. The Settlement Administrator
8 shall allocate and pay the Class Counsel Award to Class Counsel from the
9 Gross Settlement Amount no later than fifteen (15) calendar days after the
10 Funding Date. Class Counsel shall be solely and legally responsible to pay all
11 applicable taxes on the payment made pursuant to this paragraph. The
12 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
13 Counsel for the payments made pursuant to this paragraph. If the Court
14 reduces or does not approve the requested Class Counsel Award, Plaintiff and
15 Class Counsel shall not have the right to revoke the Settlement, or to appeal
16 such order, and the Settlement will remain binding.

- 17 11. PAGA Payment. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be
18 allocated from the Gross Settlement Amount for settlement of claims for civil
19 penalties under the Private Attorneys General Act of 2004 ("PAGA
20 Payment"). The Settlement Administrator shall pay seventy-five percent
21 (75%) of the PAGA Payment (\$7,500) to the California Labor and Workforce
22 Development Agency no later than fifteen (15) calendar days after the
23 Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%)
24 of the PAGA Payment (\$2,500) will be distributed to the Aggrieved
25 Employees as described in this Agreement (hereinafter "Aggrieved Employee
26 Payment"). For purposes of distributing the PAGA Payment to the Aggrieved
27 Employees, each Aggrieved Employee shall receive their pro-rata share of the
28

1 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
2 above.

- 3 12. Settlement Administration Costs. The Settlement Administrator shall be paid
4 for the costs of administration of the Settlement from the Gross Settlement
5 Amount. The estimate of the Settlement Administration Costs is \$3,990.00.
6 The Settlement Administrator shall be paid the Settlement Administration
7 Costs no later than fifteen (15) calendar days after the Effective Date.

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

- 17 1. Declaration by Settlement Administrator. No later than seven (7) days after
18 the Response Deadline, the Settlement Administrator shall submit a
19 declaration in support of Plaintiff's motion for final approval of this
20 Settlement detailing the number of Notice Packets mailed and re-mailed to
21 Class Members, the number of undeliverable Notice Packets, the number of
22 timely requests for exclusion, the full names of any Class Members who opt
23 out of the Settlement, the number of objections received, the amount of the
24 average, lowest, and highest Individual Settlement Payments, the amount of
25 the average, lowest, and highest Aggrieved Employee Payments, the
26 Settlement Administration Costs, and any other information as the Parties
27 mutually agree or the Court orders the Settlement Administrator to provide.

28 ///

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

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

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

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

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

19 W. Counterparts. This Agreement may be executed in one or more counterparts. All
20 executed counterparts and each of them shall be deemed to be one and the same
21 instrument provided that counsel for the Parties to this Agreement shall exchange
22 among themselves copies or originals of the signed counterparts.

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

27 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
28 respect to the interpretation, implementation, and enforcement of the terms of this

1 Agreement and all orders and judgments entered in connection therewith, and the
2 Parties and their counsel submit to the jurisdiction of the Court for purposes of
3 interpreting, implementing and enforcing the settlement and all orders and judgments
4 entered in connection with this Agreement.

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

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

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

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

2 DATED: 03/20/2024


Amanda Vasquez (Mar 20, 2024 09:39 PDT)

3
4 AMANDA VASQUEZ

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

6
7 DATED: 3/31/2024


MICARE CALIFORNIA, P.C.

8
9 Troy Sisum

10 Printed Name

11 Chief Legal Officer

12 Title

13 DATED: 3/31/2024


EMPLOYEE BENEFIT MANAGEMEENT
SERVICES, LLC

14
15 Troy Sisum

16 Printed Name

17 Chief Legal Officer

18 Title

19

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28

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

3 DATED: 3/21/24

JCL LAW FIRM, A.P.C.

4 By: 

5 Attorneys for Plaintiff and the Settlement Class
6 Members

7
8
9 DATED: 3/21/24

ZAKAY LAW GROUP, APLC

10 By: 

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13
14 DATED: 4/2/2024

FOX ROTHSCHILD LLP

15 By: 

16 Keith Chrestionson, Esq.
17 Cody Stroman, Esq.
18 Jonathan Pearce, Esq.
19 Attorneys for Defendants
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EXHIBIT A

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

(Amanda Vasquez v. MiCare California, P.C., Fresno County Superior Court Case No. 23CECG01242)

**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 Fresno (the “Court”) has been reached between Plaintiff Amanda Vasquez (“Plaintiff”) and Defendants MiCare California, P.C., and Employee Benefit Management Services, LLC (collectively, “Defendant” and/or “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 Defendant as a non-exempt employee in California at any time during the period beginning April 3, 2019 through April 3, 2024 (“Class Period”).

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

2. What is this class action lawsuit about?

On March 31, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On April 3, 2023, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Fresno. Plaintiff asserted claims that Defendants: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of

Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202, and 203; and (8) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226 (the “Action”). On _____, 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 contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On January 4, 2024, the Parties participated in an all-day mediation with Louis Marlin, an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (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 \$3,990 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 \$50,000.00) and actually incurred litigation expenses of not more than \$20,000 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 Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Payment. A payment of \$10,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' 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 Defendant as a non-exempt employee in California, at any time during the period beginning March 31, 2022, through April 3, 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. Forty percent (40%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty percent (40%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' 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 Defendants, 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 in the operative complaint, or which could have reasonably been alleged in the operative complaint based on the facts alleged, 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 Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against 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?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period April 3, 2019 through XX, 2024).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (March 31, 2022, through XX, 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 *Amanda Vasquez v. MiCare California, P.C.* currently pending in Fresno County Superior Court, Case No. 23CECG01242. 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 *Amanda Vasquez v. MiCare California, P.C., Fresno County Superior Court, Case No. 23CECG01242*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Defendants:

Keith Chrestionson, Esq.
Cody Stroman, Esq.
Jonathan Pearce, Esq.

Fox Rothschild LLP
345 California Street, Suite 2200
San Francisco, CA 94104-2670
Tel: (415) 364-5540
Fax: (415) 391-4436
kchrestionson@foxrothschild.com
codystroman@foxrothschild.com
jcpearce@foxrothschild.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the Fresno County Superior Court, Department 503, located at 1130 O Street, Fresno, CA 93721-2220 before Judge Jeffrey Y. Hamilton, Jr. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. 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 *Amanda Vasquez v. MiCare California, P.C., Fresno County Superior Court, Case No. 23CECG01242*, Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618 c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT 2

EXHIBIT 3

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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

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

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

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Vasquez v. MiCare (002-447)							
06/24/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Pleadings	550.00	0:30	275.00	275.00
06/28/2022	No	Jean Claude Lapuyade	Case Management - Drafted Default Letter	550.00	0:36	330.00	605.00
11/23/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Named Defendants	550.00	0:18	165.00	770.00
01/16/2023	No	Jean Claude Lapuyade	Discovery - R&R Emoloyee File Production	550.00	3:18	1,815.00	2,585.00
03/22/2023	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File Production and Client Documents	550.00	4:24	2,420.00	5,005.00
03/23/2023	No	Jean Claude Lapuyade	Legal Research - Claims (Meal, Rest, 226, OTC, 2802 and WO No. 4)	550.00	4:00	2,200.00	7,205.00
03/24/2023	No	Jean Claude Lapuyade	Case Management - Drafted Letter to Client Re Claim Analysis	550.00	2:30	1,375.00	8,580.00
03/28/2023	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements	550.00	2:30	1,375.00	9,955.00
03/30/2023	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	550.00	3:00	1,650.00	11,605.00
03/31/2023	No	Jean Claude Lapuyade	Pleadings - Drafted, Reviewed and Revised LWDA Notice	550.00	2:00	1,100.00	12,705.00
05/19/2023	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	550.00	1:30	825.00	13,530.00
05/30/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited SI (Set 1)	550.00	2:30	1,375.00	14,905.00
06/02/2023	No	Jean Claude Lapuyade	Case Management - R&R Defendant's Answer	550.00	1:30	825.00	15,730.00
06/06/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited FAC and Stip to Amend	550.00	2:06	1,155.00	16,885.00
06/09/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Status of Pleadings	550.00	0:24	220.00	17,105.00
06/22/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Demurrer	550.00	0:30	275.00	17,380.00
06/22/2023	No	Sydney Castillo-Johnson	File maintenance	350.00	0:15	87.50	17,467.50
07/06/2023	No	Jean Claude Lapuyade	Discovery - R&R Defendant's Responses to SI (Set 1)	550.00	1:30	825.00	18,292.50
07/06/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Dismissal of Entities	550.00	0:18	165.00	18,457.50
07/13/2023	No	Monnett DeLaTorre	Review and revise meet and confer letter, belier and conduct strategy discussion with Ms. Castillo.	500.00	0:42	350.00	18,807.50
07/13/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited M&C Letter Re SI (Set 1)	550.00	1:30	825.00	19,632.50
07/14/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Pleadings	550.00	0:12	110.00	19,742.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
07/15/2023	No	Jean Claude Lapuyade	Discovery - R&R SI Reepnse (Set 1)	550.00	1:42	935.00	20,677.50
07/18/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Belaire	550.00	0:24	220.00	20,897.50
07/21/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Admin Re Belaire	550.00	0:18	165.00	21,062.50
07/26/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC RE Court's MO	550.00	0:12	110.00	21,172.50
07/26/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re Stip to Amend	550.00	0:24	220.00	21,392.50
08/09/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:18	165.00	21,557.50
08/09/2023	No	Sydney Castillo-Johnson	Case management - belaire and mediation	400.00	0:45	300.00	21,857.50
08/17/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:18	165.00	22,022.50
08/30/2023	No	Jean Claude Lapuyade	Case Management/Discovery - Emails /from OC Re Mediation and Discovery	550.00	0:36	330.00	22,352.50
09/06/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:36	330.00	22,682.50
09/21/2023	No	Sydney Castillo-Johnson	Mediation - set mediation date	400.00	0:36	240.00	22,922.50
09/21/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:36	330.00	23,252.50
09/22/2023	No	Sydney Castillo-Johnson	Discovery - Emails to/from OC Re Extension	400.00	0:12	80.00	23,332.50
09/26/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from Mediator Re Schedule	550.00	0:18	165.00	23,497.50
10/09/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Data Demand	550.00	1:54	1,045.00	24,542.50
11/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	550.00	0:30	275.00	24,817.50
11/14/2023	No	Sydney Castillo-Johnson	Emails re joint CMS	400.00	0:24	160.00	24,977.50
11/14/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint CMS	550.00	0:30	275.00	25,252.50
11/29/2023	No	Sydney Castillo-Johnson	Fact investigation - review intake and emails re claims	400.00	0:18	120.00	25,372.50
12/04/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	25,537.50
12/04/2023	No	Sydney	Mediation - review data production deadline and	400.00	0:12	80.00	25,617.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Castillo-Johnson	cancelation deadline				
12/05/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	25,892.50
12/05/2023	No	Perssia Razma	Pleasings- drafted RTS	350.00	1:00	350.00	26,242.50
12/05/2023	No	Perssia Razma	legal research- RTS	350.00	0:30	175.00	26,417.50
12/06/2023	No	Sydney Castillo-Johnson	Mediation - emails re expert report, meeting re claims, review production	400.00	1:24	560.00	26,977.50
12/06/2023	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis	550.00	0:48	440.00	27,417.50
12/06/2023	No	Sydney Castillo-Johnson	Mediation - review data production	400.00	0:30	200.00	27,617.50
12/07/2023	No	Perssia Razma	case management- email to client re subsequent employment history	350.00	0:06	35.00	27,652.50
12/07/2023	No	Sydney Castillo-Johnson	Mediation - meeting re claims	400.00	0:18	120.00	27,772.50
12/07/2023	No	Perssia Razma	call w/ client re subsequent employment history	350.00	0:30	175.00	27,947.50
12/15/2023	No	Sydney Castillo-Johnson	Mediation - emails re brief and data production	400.00	0:12	80.00	28,027.50
12/18/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Damage Analysis	550.00	0:36	330.00	28,357.50
12/22/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Damage Analysis	550.00	0:48	440.00	28,797.50
12/27/2023	No	Perssia Razma	case management- emails to/from co-counsel re 226 claim	350.00	0:24	140.00	28,937.50
12/27/2023	No	Perssia Razma	case management- call w/ client re claims for mediation	350.00	0:30	175.00	29,112.50
12/27/2023	No	Perssia Razma	settlement- drafted mediation brief	350.00	4:00	1,400.00	30,512.50
12/27/2023	No	Perssia Razma	case management- email to client re mediation	350.00	0:12	70.00	30,582.50
12/27/2023	No	Perssia Razma	case management- emails to/from expert re damages report	350.00	0:30	175.00	30,757.50
12/27/2023	No	Sydney Castillo-Johnson	Mediation - review and revise brief	400.00	0:30	200.00	30,957.50
12/27/2023	No	Perssia Razma	legal research- w&h claims for mediation	350.00	1:00	350.00	31,307.50
12/28/2023	No	Jean Claude	Law and Motion - Revised Mediation Brief	550.00	2:30	1,375.00	32,682.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
01/02/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	550.00	0:24	220.00	32,902.50
01/02/2024	No	Perssia Razma	case management- call w/ client re mediation expectations	350.00	0:30	175.00	33,077.50
01/03/2024	No	Sydney Castillo-Johnson	Settlement - emails re MOU	400.00	0:24	160.00	33,237.50
01/04/2024	No	Perssia Razma	Case management- emails to/from co-counsel re MOU draft	350.00	0:12	70.00	33,307.50
01/04/2024	No	Perssia Razma	settlement- drafted MOU	350.00	1:00	350.00	33,657.50
01/04/2024	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	4:00	2,200.00	35,857.50
01/04/2024	No	Sydney Castillo-Johnson	Settlement - emails re settlement and MOU	400.00	0:36	240.00	36,097.50
01/04/2024	No	Perssia Razma	case management- call w/ client re settlement approval	350.00	0:30	175.00	36,272.50
01/24/2024	No	Perssia Razma	case management- emails to/from co-counsel re MOU draft	350.00	0:12	70.00	36,342.50
01/25/2024	No	Sydney Castillo-Johnson	Case management - case meeting	400.00	0:12	80.00	36,422.50
01/29/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:12	110.00	36,532.50
02/01/2024	No	Sydney Castillo-Johnson	Case management - emails re deadlines	400.00	0:12	80.00	36,612.50
02/13/2024	No	Perssia Razma	Settlement- obtained settlement admin bid	350.00	0:24	140.00	36,752.50
02/14/2024	No	Perssia Razma	Settlement- drafted class/PAGA SAR	350.00	2:00	700.00	37,452.50
02/14/2024	No	Perssia Razma	Legal research re Class/PAGA SAR	350.00	1:00	350.00	37,802.50
02/15/2024	No	Perssia Razma	Settlement- drafted individual SAR	350.00	1:00	350.00	38,152.50
02/15/2024	No	Perssia Razma	Legal research re individual SAR	350.00	1:00	350.00	38,502.50
02/22/2024	No	Perssia Razma	Case management- reviewed joint CMS	350.00	0:18	105.00	38,607.50
02/22/2024	No	Sydney Castillo-Johnson	Case management - R&R joint CMS, emails re SAR	400.00	0:30	200.00	38,807.50
02/26/2024	No	Perssia Razma	Settlement- revised SAR drafts	350.00	0:42	245.00	39,052.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/27/2024	No	Jennifer Heming	Email to OC re MTC	150.00	0:06	15.00	39,067.50
02/28/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	400.00	0:12	80.00	39,147.50
02/28/2024	No	Jennifer Heming	Email to OC re MTC	150.00	0:06	15.00	39,162.50
02/28/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension on SI (Set 1)	550.00	0:18	165.00	39,327.50
02/28/2024	No	Perssia Razma	case management- emails re mtc deadline	350.00	0:12	70.00	39,397.50
03/01/2024	No	Jennifer Heming	Email to OC re Joint CMS	150.00	0:06	15.00	39,412.50
03/01/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	400.00	0:18	120.00	39,532.50
03/01/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint CMS	550.00	0:18	165.00	39,697.50
03/01/2024	No	Perssia Razma	Settlement- email to/from oc re MOU	350.00	0:12	70.00	39,767.50
03/04/2024	No	Jennifer Heming	Review, finalize, file, and serve Joint CMS	150.00	0:30	75.00	39,842.50
03/04/2024	No	Jennifer Heming	Save and Serve conformed Joint CMS	150.00	0:12	30.00	39,872.50
03/04/2024	No	Jennifer Heming	Client Update	150.00	0:30	75.00	39,947.50
03/05/2024	No	Jennifer Heming	Review, finalize, file, and serve notice of remote appearance	150.00	0:24	60.00	40,007.50
03/06/2024	No	Jennifer Heming	Review and save Defendant's notice of remote appearance	150.00	0:12	30.00	40,037.50
03/07/2024	No	Perssia Razma	Settlement- reviewing/revising oc changes to individual/class/paga sar drafts	350.00	2:00	700.00	40,737.50
03/07/2024	No	Perssia Razma	Settlement-email to co-counsel re oc changes to SAR drafts	350.00	0:06	35.00	40,772.50
03/11/2024	No	Jennifer Heming	Review and save Court's minute order continuing CMC, calendar hearing and deadlines	150.00	0:12	30.00	40,802.50
03/11/2024	No	Jennifer Heming	Serve Court's minute order continuing CMC on OC	150.00	0:06	15.00	40,817.50
03/11/2024	No	Sydney Castillo-Johnson	Case management - emails re cont. CMC	400.00	0:12	80.00	40,897.50
03/13/2024	No	Jean Claude Lapuyade	settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	41,062.50
03/14/2024	No	Sydney Castillo-Johnson	Settlement - emails re SAR	400.00	0:24	160.00	41,222.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
03/18/2024	No	Jennifer Heming	Client update	150.00	0:30	75.00	41,297.50
03/18/2024	No	Perssia Razma	Case management- reviewed/revised client update email	350.00	0:18	105.00	41,402.50
03/19/2024	No	Jennifer Heming	Review, finalize, and send SARs to OC, calendar reminders	150.00	0:18	45.00	41,447.50
03/22/2024	No	Jennifer Heming	Email corres. to OC.	150.00	0:36	90.00	41,537.50
03/26/2024	No	Jennifer Heming	Email to OC re SARs	150.00	0:06	15.00	41,552.50
03/29/2024	No	Perssia Razma	settlement- drafted MPA	350.00	3:00	1,050.00	42,602.50
04/01/2024	No	Sydney Castillo-Johnson	Law and Motion - R&R MPA P&As	400.00	0:48	320.00	42,922.50
04/01/2024	No	Jennifer Heming	Email to OC re SARs	150.00	0:06	15.00	42,937.50
04/02/2024	No	Jennifer Heming	Schedule meeting	150.00	0:18	45.00	42,982.50
04/02/2024	No	Sydney Castillo-Johnson	Law and motion - review MPA; meeting re damages section	400.00	1:00	400.00	43,382.50
04/02/2024	No	Jennifer Heming	Emails to OC re SARs	150.00	0:12	30.00	43,412.50
04/03/2024	No	Sydney Castillo-Johnson	Case management - R&R joint CMS, emails re stip to amend	400.00	0:12	80.00	43,492.50
04/05/2024	No	Perssia Razma	Settlement-drafted MPA	350.00	2:00	700.00	44,192.50
04/05/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited MPA P&As, Supporting Decs and Order)	550.00	3:54	2,145.00	46,337.50
04/08/2024	No	Perssia Razma	Settlement- email to oc re MPA draft	350.00	0:06	35.00	46,372.50
Total for Vasquez v. MiCare (002-447)					99:48	\$46,372.50	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Vasquez v. MiCare (002-447)						
01/31/2023	Journal Entry	Jan 2023		Postage for January 2023	15.64	15.64
		Postage				
01/31/2023	Journal Entry	Jan 2023		Copies for January 2023	1.40	17.04
		Postage				
03/31/2023	Journal Entry	Mar 2023		Copies for March 2023	19.80	36.84
		Postage				
03/31/2023	Journal Entry	Mar 2023		Postage for March 2023	47.40	84.24
		Postage				
04/01/2023	Expense		LWDA		75.00	159.24
04/06/2023	Expense		One Legal LLC	One Legal Order no. 20129092 - Filing Fee Re: Civil Case Cover Sheet, Summons, Complaint	1,534.99	1,694.23
04/30/2023	Journal Entry	April 2023		Copies for April 2023	2.70	1,696.93
		Postage				
04/30/2023	Journal Entry	April 2023		Postage for April 2023	1.20	1,698.13
		Postage				
05/31/2023	Journal Entry	May 2023		Postage for May 2023	17.64	1,715.77
		Postage				
05/31/2023	Journal Entry	May 2023		Copies for May 2023	1.80	1,717.57
		Postage				
06/30/2023	Journal Entry	June 2023		Copies for June 2023	0.20	1,717.77
		Postage				
06/30/2023	Journal Entry	June 2023		Postage for June 2023	0.84	1,718.61
		Postage				
07/24/2023	Expense		Court Call	Court Call ID: 11722645	72.00	1,790.61
07/25/2023	Expense		One Legal LLC	One Legal Order Number: 20830946 - Filing Fee Re: Case Management Statement, Proof of Service	17.04	1,807.65
07/28/2023	Expense		One Legal LLC	One Legal Order Number: 20878480 - Filing Fee Re: Stipulation and Order, Proof of Service	37.78	1,845.43
07/31/2023	Journal Entry	July 2023		Postage for July 2023	3.66	1,849.09
		Postage				
07/31/2023	Journal Entry	July 2023		Copies for July 2023	0.10	1,849.19
		Postage				
08/31/2023	Journal Entry	August 2023		Copies for August 2023	0.30	1,849.49
		Postage				
08/31/2023	Journal Entry	August 2023		Postage for August 2023	0.63	1,850.12
		Postage				
09/27/2023	Check	3446	Louis Marlin Mediation	Inv. 1903	4,500.00	6,350.12
09/30/2023	Journal Entry	Sept. 2023		Copies for September 2023	0.40	6,350.52
		Postage				
09/30/2023	Journal Entry	Sept. 2023		Postage for September 2023	0.63	6,351.15
		Postage				
10/19/2023	Credit Card Credit		Courtcall	11722645	-72.00	6,279.15
10/31/2023	Journal Entry	Oct. 2023		Copies for October 2023	0.10	6,279.25
		Postage				
11/16/2023	Expense		One Legal LLC	One Legal Order Number: 21632536 - Filing Fee Re: Case Management Statement, Proof of Service	17.04	6,296.29
11/30/2023	Journal Entry	Nov. 2023		Postage for November 2023	2.52	6,298.81
		Postage				

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	2.70	6,301.51
01/19/2024	Check	3629	Berger Consulting Group	Inv. 10308	2,920.00	9,221.51
02/07/2024	Expense		Case Anywhere	Inv. 317546	135.00	9,356.51
Total for Vasquez v. MiCare (002-447)					\$9,356.51	
TOTAL					\$9,356.51	