

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jackland K. Hom (State Bar #327243)
jackland@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047 7

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

ZHI H. HUANG, an individual, in his
representative capacity on behalf of the State of
California and fellow Aggrieved Employees,

Plaintiffs,

vs.

HUTCHINSON MOTORS, INC., a California
corporation; MICHAEL C. STEAD, INC., a
California corporation; MICHAEL STEAD'S
AUTO DEPOT, INC., a California corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No: C23-01698

**DECLARATION OF SHANI O. ZAKAY,
ESQ., IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Date:

Time:

Judge: Hon. Edward G Weil

Dept: 39

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of Zakay Law Group, APLC, and co-counsel of record for
3 Plaintiff Zhi H. Huang (“Plaintiff”). As such, I am fully familiar with the facts, pleadings, and history
4 of the matter. I am submitting this declaration in support of Plaintiff’s Motion to Approve PAGA
5 Settlement.

6 **I. EXHIBITS**

7 2. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Stipulation
8 of Settlement of PAGA Action and Release of Claims (“Agreement” or “Settlement Agreement”).
9 Attached as **Exhibit “A”** to the Agreement is a true and correct copy of the proposed Administrator
10 Notice to be sent to the Aggrieved Employees.

11 3. Attached hereto as **Exhibit “2”** is a true and correct copy of Plaintiff’s May 3, 2023,
12 PAGA Notice submitted to the LWDA.

13 4. Attached hereto as **Exhibit “3”** is a true and correct copy of the proof of filing with the
14 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
15 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
16 Counsel’s compliance with California Labor Code Section 2699(s)(2).

17 5. Attached hereto as **Exhibit “4”** is a true and correct copy of the Zakay Law Group, APLC
18 Firm Resume.

19 6. Attached hereto as **Exhibit “5”** is a true and correct copy of the Zakay Law Group, APLC
20 Cost Summary detailing the actually incurred litigation expenses by the Zakay Law Group APLC, for
21 this matter as of December 5, 2025.

22 7. A true and correct copy of Zakay Law Group’s total fees and the services performed by
23 the firm on this case, as of December 5, 2025, is attached hereto as **Exhibit “6”**.

24 **II. LODestar AND REQUESTED COUNSEL FEES PAYMENT**

25 8. As of December 5, 2025, Zakay Law Group, APLC incurred a lodestar totaling
26 \$34,497.50 in this matter. I have reviewed my firm’s lodestar in this matter and believe the charges
27 are reasonable and were reasonably necessary to the conduct of the case. From May 2023 through
28 December 2025, my firm has worked 53.3 hours prosecuting these claims with the hourly fee rates for

1 attorneys between \$425-\$800, resulting in the current lodestar. A detailed breakdown of the total fees
2 and the services performed by the firm on this case is attached hereto as **Exhibit #6**.

3 9. The rates charged by my firm are in line with the prevailing rates of attorneys in the local
4 legal community for similar work and, if this were a commercial matter, these are the charges that would
5 be made and presented to the client. These hourly rates have been approved by Court's throughout
6 California, including the Courts in the Superior Court of California. Finally, the reasonableness of
7 Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable
8 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.
9 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal.
10 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
11 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in
12 the Southern District of California). This survey is useful to show that Counsel's rates are in line with
13 the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer
14 Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many
15 cases prosecuted by Counsel charges rates as high as \$875 for partners and \$535 for associates.
16 Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and
17 \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Counsel for comparable
18 work are less than these examples and are therefore undoubtedly reasonable.

19 10. Additionally, the attorneys and staff at co-counsel the JCL Law Firm, APC billed
20 \$9,985.00 for 13.9 hours successfully litigating this action. A true and accurate copy of the JCL Law
21 Firm, APC time and billing entries is attached to the Declaration of Jean-Claude Lapuyade, Esq. is filed
22 concurrently herewith.

23 11. Collectively, PAGA Counsel spent a total of 67.2 hours successfully litigating this matter
24 for a total combined lodestar of \$44,482.50. Thus, the Attorneys' Fee request is equal to Class
25 Counsel's lodestar with a negative 0.75 multiplier.

26 12. Additionally, Counsel will be performing additional work, including finalizing the orders
27 and judgment and monitoring completion of the settlement distribution, which will bring the multiplier
28 even lower.

13. PAGA Counsel's loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	13.9	\$9,985.00
ZLG	53.3	\$34,497.50
Total	67.2	\$44,482.50

14. As part of the Settlement Agreement, the parties agreed that Counsel may seek reimbursement of expenses incurred as documented in Counsel's billing records as part of the Counsel Award. Attached hereto as **Exhibit #5** is a true and correct copy of the Zakay Law Group, Cost Summary detailing the actually incurred litigation expenses by the Zakay Law Group APLC, for this matter as of December 5, 2025. As shown in detail in the attached Cost Summary, the Zakay Law Group incurred a total of \$2,176.50 in litigation costs prosecuting this action – with additional costs anticipated.

15. These litigation expenses include costs normally billed to and paid by the client. The costs were reasonably incurred by Counsel in the prosecution of this matter and are set forth in detail in the contemporaneous billing records attached hereto.

III. Introduction

16. An objective evaluation of the proposed settlement confirms that the relief negotiated on behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations between experienced counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement approval. Accordingly, Plaintiff and Plaintiff's Counsel respectfully request this Court grant approval of the Agreement.

IV. Pertinent Factual and Procedural Background

17. On May 3, 2023, Plaintiff, on behalf of himself and on behalf of other Aggrieved Employees, served Defendant, Michael C. Stead, Inc., Michael Stead's Auto Depot, Inc., and the LWDA with a Notice of Violations ("PAGA Notice") and draft complaint memorializing claims against Defendant for alleged violations of the California Labor Code, including causes of action for failure to

1 provide compliant meal and rest periods; failure to accurately compensate for missed meal and rest
2 periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate itemized
3 wage statements; and failure to timely pay wages due during, and upon termination of employment.
4 (LWDA Case No. LWDA-CM-952595-23).

5 18. On July 12, 2023, Plaintiff filed this representative action complaint against Defendant,
6 Michael C. Stead, inc., and Michael Stead's Auto Depot, Inc. in the Contra Costa County Superior
7 Court, Case Number C23-01698 (the "Action"). The Action alleged a single cause of action for
8 violations of the Private Attorneys General Act at Cal. Lab. Code §§2698, *et seq.*

9 19. On December 28, 2023, Plaintiff filed a Demand for Arbitration with JAMS alleging: 1)
10 Unfair Competition in Violation of Cal. Bus. & Prof. Code §1700 *et seq.*; 2) Failure to Pay Minimum
11 Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; 3) Failure to Pay Overtime Wages in
12 Violation of Cal. Lab. Code §§ 510 *et seq.*; 4) Failure to Provide Required Meal Periods in Violation of
13 Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; 5) Failure to Provide Required
14 Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; 6)
15 Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; 7) Failure to
16 Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; 8) Failure to Reimburse
17 Employees for Required Expenses in Violation of California Labor Code §2802; 9) Violation of
18 California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004);
19 10) Retaliation in Violation of Cal. Lab. Code §§ 98.6 & 1102.5; and 11) Wrongful Termination in
20 Violation of Public Policy.

21 20. Following meet and confer efforts between the Parties, on February 15, 2024, Plaintiff
22 dismissed Michael C. Stead, Inc. and Michael Stead's Auto Depot, Inc., without prejudice, after
23 learning that they may have been improperly named.

24 21. On October 10, 2024, Plaintiff served individual and PAGA settlement demand letters on
25 Defendant. Thereafter, the Parties engaged in settlement negotiations via telephone and email, which
26 continued until a settlement was reached on July 16, 2025.

27 22. After reaching an agreement in the principle, the Parties drafted and negotiated a long-
28 form settlement which is the subject of the instant motion. The Settlement was negotiated in light of all

1 known facts and circumstances and the uncertainty associated with litigation – including the risk of
2 Plaintiff not being able to maintain representative claims and establishing manageability, the difficulty
3 of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential defenses, and the
4 significant delay and potential appellate issues inherent to litigation – and was reached after extensive
5 arm’s length negotiations.

6 23. The Settlement is intended to fully and finally resolve the Released Claims asserted by
7 Plaintiff on behalf of himself, the LWDA, and the State of California. This is only a Settlement of the
8 PAGA claims for civil penalties and is not a class settlement and does not release the individual claims,
9 if any, of the Aggrieved Employees. This Settlement does not release any claim that is not a PAGA
10 claim.¹ Nor does this Settlement waive Defendant’s right to assert *res judicata* or other available
11 defense to any asserted claim or lawsuit.

12 24. Pursuant to California Labor Code Section 2699(s), Plaintiff is providing a copy of the
13 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
14 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
15 submit to the LWDA a copy of the Court’s judgment and order approving the Settlement Agreement
16 within ten (10) days after entry of judgment or order.

17 **V. TERMS OF THE PAGA SETTLEMENT**

18 25. The PAGA settlement is subject to Court approval consistent with Labor Code §
19 2699(s)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
20 Amount payment in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to
21 resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction of a Plaintiff’s
22 Counsel Award in the amount of up to Forty-Eight Thousand, Three Hundred Thirty Three Dollars and
23 Thirty-Three Cents (\$48,333.33), comprised of one-third of the Gross Settlement Amount (estimated
24 to be approximately \$33,333.33), reimbursement of incurred litigation expenses in an amount not to
25 exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), and Settlement Administration Costs
26 which will not exceed Four Thousand Dollars and Zero Cents (\$4,000.00). Agreement generally at §
27

28 ¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: “Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties.”

III(H)(8)-(9). After these deductions, the amount remaining is the Net Settlement Amount which is estimated to be \$47,666.67.

26. Plaintiff entered into separate, standalone settlement agreement whereby Plaintiff agreed to a broad general release of his individuals claims, including a waiver of Civil Code 1542, in exchange for an individual settlement payment by Defendant. Plaintiff's general release of his individual claims will include a release of the claims he alleged against Defendant as part of the arbitration he opened on or around December 28, 2023 with JAMS, Reference No. 5120000189. Plaintiff's general release of his individual claims is outlined in his separate agreement. Plaintiff will file this settlement agreement under seal for the Court to review in camera, at the Court's request.

VI. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

27. The Gross Settlement Amount of \$100,000.00 is fair and reasonable and, therefore, should be approved. Here, *without stacking* the PAGA penalties, Defendant's *maximum* liability exposure is estimated at approximately \$103,000.00 in PAGA penalties (1,030 pay periods multiplied by \$100 per pay period²).

28. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff estimated Defendant's maximum liability exposure at approximately \$309,000.00, broken down as follows:

Claim	Penalty Amount ³	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	1,030	100% of PAGA Pay Periods	\$51,500
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	1,030	100% of PAGA Pay Periods	\$51,500
<i>Failure to Furnish Accurate Itemized Wage Statements</i> Cal. Labor Code § 226	\$100	1,030	100% of PAGA Pay Periods	\$103,000

² California Labor Code section 2699(f)(2) provides the default penalty for PAGA violations of \$100 for initial violations and \$200 for subsequent violations.

³ In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that “[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.” Therefore, Plaintiff used only penalties for initial violations.

<i>Failure to Reimburse Necessary Business Expenses</i>	\$100	1,030	100% of PAGA Periods	103,000
--	-------	-------	----------------------	---------

29. Plaintiff alleged that Defendant failed to provide compliant meal periods. Specifically, Plaintiff alleges that he and other Aggrieved Employees frequently were unable to take timely, uninterrupted, duty-free 30-minute meal periods because their compensation was dependent upon sales, and they were unable to leave a customer's side once an interaction with a customer began. These allegations are supported by Plaintiff's time records, which show a large number of missed meal periods. Further, Plaintiff alleges that he and other Aggrieved Employees were also required to monitor phone calls at the workplace in order to ensure customers' needs were attended to at all times.

30. Conversely, Defendant argued that Aggrieved Employees had complete control over their schedules, thus any breaks that were late, short, missed or interrupted were done so at the option of the Aggrieved Employee. Moreover, to the extent that Plaintiff asserts that meal periods were not voluntarily missed, late, short or interrupted, Defendant argued that individual inquiries will predominate. Plaintiff estimated that Defendant's exposure for this claim was approximately \$51,500.00.

31. This was calculated by multiplying the number of total pay periods (1,030) by a violation rate of \$50 dollars. The \$50 penalty rate was used for a number of reasons in this instance. First, Defendant argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 ["Until the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."].) Separately, Defendant also argued that courts have considerable discretion to reduce the penalty awards under PAGA. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if she prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor

1 Code section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section
2 regulating hours and days of work, including meal period and rest period violations. Thus, because
3 section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for
4 the meal and rest break claims.

5 32. Plaintiff also alleged that Defendant's sales employees operated under a commission-only
6 compensation plan when their commissions surpassed what they would have otherwise earned had they
7 made minimum wage. In all instances in which this occurred, Plaintiff alleged that Defendant failed to
8 provide separate compensation for any non-selling time, such as time spent in meetings, in trainings,
9 and during rest periods, as required by California law, pursuant to *Vaquero v. Stoneledge Furniture*
10 *LLC*, 9 Cal. App. 5th 98, 103 (2017), *as modified* (Mar. 20, 2017). This was calculated by multiplying
11 the number of total pay periods (1,030) by a violation rate of \$50 dollars. The \$50 penalty rate was
12 used for the same reasons as outlined above.

13 33. Plaintiff alleged that Defendant required Plaintiff and other Aggrieved Employees to use
14 their personal cellular phones to communicate with fellow employees and customers, and to receive work-
15 related calls and text messages. Further, Plaintiff and other Aggrieved Employees were also required to use
16 their personal vehicles in order to transport customers to and from Defendant's car dealership. Defendant
17 failed to reimburse Plaintiff and Aggrieved Employees for the use of their personal cell phones and vehicles.
18 Plaintiff estimated that Defendant's exposure for this claim was approximately \$103,000 in penalties.
19 This was calculated by multiplying the total number of pay periods by a violation rate of \$100 per pay
20 period.

21 34. Plaintiff alleges that Defendant failed to maintain an itemized wage statement that
22 accurately reports total hours worked, which includes non-sales work that Plaintiff performed.
23 Respondent failed to accurately account for all hours worked and instead provided wage statements to
24 Plaintiff that provided only the amount of commissions and bonuses earned. Plaintiff estimated that
25
26
27
28

1 Defendant's exposure for this claim was approximately \$103,000 in penalties. This was calculated by
2 multiplying the total number of pay periods by a violation rate of \$100 per pay period.

3 35. Defendant contended that Plaintiff would be required to "prove Labor Code violations
4 with respect to each and every individual on whose behalf Plaintiffs seek to recover civil penalties under
5 PAGA." *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar. 2, 2009).

6 36. Moreover, Plaintiff acknowledges that Courts have complete discretion to "award a lesser
7 amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and
8 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary
9 and oppressive, or confiscatory." (Cal. Lab. Code § 2699(e)(2)). In fact, Courts routinely exercise their
10 authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v. Starbucks Corp.*, 30 Cal.
11 App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period; "Although the trial court may
12 have disagreed with Starbucks regarding the issue of liability, it clearly took the circumstances proffered
13 by Starbucks into consideration when it imposed the penalty ... only \$5 per initial
14 violation"); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), *review granted on*
15 *other grounds* (noting that the trial court "exercised its discretion to reduce the [PAGA] penalties to 13
16 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of 13 percent of
17 the 30-minute meal period"); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal. 2011)
18 (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs' section
19 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result of the
20 erroneous wage statements and made no complaints about the errors or omissions in the wage
21 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
22 *90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh'g denied (May 15, 2023), review denied*
23 *(July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc.*, *15 Cal. 5th 1056, 547*
24 *P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA

1 penalties was the appropriate penalty). The Gross Settlement Amount is fair, reasonable, and adequate
2 in light of Defendant's arguments.

3 37. Given Defendant's defenses to the claimed Labor Code violations at issue and the risks
4 and costs of continued litigation, Plaintiff and Plaintiff's Counsel believe that the Gross Settlement
5 Amount is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length.

6 **VII. THE PAGA COUNSEL FEES AND EXPENSES PAYMENT ARE FAIR AND**
7 **REASONABLE**

8 38. Plaintiff's Counsel seeks approval of the Plaintiff's Counsel Award, comprised of
9 attorneys' fees in the amount of \$33,333.33 (one-third of the Gross Settlement Amount) and
10 reimbursement of litigation costs not to exceed \$15,000.⁴ PAGA does not have any requirements for
11 reviewing attorneys' fees, and Plaintiff's position is that the payment of attorneys' fees and costs in this
12 Settlement is a matter of contract for a contingent representation. Nevertheless, should this Court
13 review the requested attorneys' fees, the requested fees and costs are reasonable for experience wage
14 and hour counsel.

15 39. The requested Plaintiff's Counsel Award of \$48,333.33, comprised of \$33,333.33 for
16 attorneys' fees and reimbursement of litigation expenses of up to \$15,000 is fair, reasonable, and
17 justified by the result achieved.

18 40. Plaintiff's Counsel negotiated a recovery of One Hundred Thousand Dollars and Zero
19 Cents (\$100,000.00), and this result justifies the requested fees equal to one third of this recovery. This
20 percentage is within the standard contingent recovery percentage of one-third, and this percentage is
21 what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
22 504, (2016). At the time this case was brought, the result was far from certain. Defendant's defenses to
23 the merits of the case created difficulties with proof and complex legal issues for Plaintiff's Counsel to
24 overcome. Here, several defenses asserted by Defendant present serious threats to the claims of Plaintiff
25 and the Aggrieved Employees. Defendant asserted that its employment practices complied with all
26 applicable labor laws. If successful, Defendant's factual and legal defenses would eliminate *any*

27
28 ⁴ As detailed *infra*, at the time of filing this motion, Plaintiff's Counsel incurred \$2,492.95 litigating this matter. Plaintiff will provide the Court with a final amount of litigation costs at the time of hearing on this motion.

1 recovery to the Aggrieved Employees. While Plaintiff believes that these defenses could be overcome,
2 Defendant maintains that these defenses have merit and therefore present a serious risk to recovery. The
3 Settlement was possible because, in Plaintiff's Counsel's eyes, Plaintiff's Counsel was able to persuade
4 Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and legal issues
5 underlying liability and overcome difficulties in proof as to monetary relief.

6 **VIII. EXPERIENCE**

7 41. Over the course of the litigation during the last 2.5 years, a number of attorneys have
8 worked on this matter. Their credentials are reflected in the Zakay Law Group, APLC firm resume, a
9 true and correct copy of which is attached hereto as Exhibit "4". Some of the major cases my firm has
10 undertaken are also set forth in Exhibit "4". The attorneys involved in this matter have had class
11 litigation experience, much of it in employment class actions, unfair business practices and other
12 complex litigation. I have experience in cases involving labor code violations and meal and rest break
13 claims. Counsel has litigated similar labor law cases against other employers on behalf of employees.
14 Counsel have been approved as experienced Counsel throughout California. It is this level of experience
15 which enabled the firms to undertake the instant matter and to successfully combat the resources of the
16 defendant and their capable and experienced counsel. Because of the concerted and dedicated effort
17 this case required to properly handle and prosecute, Counsel was precluded from taking other cases,
18 and in fact, had to turn away other potential fee generating cases.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed this 10th day of December 2025, at San Diego, California.

21
22 By: 

23 Shani O. Zakay, Esq.
24 Attorney for PLAINTIFF
25
26
27
28

EXHIBIT 1

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Nicole Noursamadi (State Bar #357246)

nicole@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for Plaintiff

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

ZHI H. HUANG, an individual, in his
representative capacity on behalf of the State of
California and fellow Aggrieved Employees,

Plaintiff,

v.

HUTCHINSON MOTORS, INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. C23-01698

[Action Filed: July 12, 2023]

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

This Stipulation of Settlement of PAGA Action and Release of PAGA Claims (“Agreement” or “Settlement Agreement”) is entered into by and between Plaintiff ZHI H. HUANG (“Plaintiff”), individually and in a representative capacity on behalf of the State of California and fellow Aggrieved Employees, and Defendant HUTCHINSON MOTORS, INC. (“Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the case of *Zhi H. Huang v. Hutchinson Motors, Inc., et al.*, filed on July 12, 2023, in Contra Costa County Superior Court of California, Case No. C23-01698, and includes Plaintiff’s PAGA claims alleged in the operative Complaint in the action and in Plaintiff’s notice submitted to California’s Labor & Workforce Development Agency (“LWDA”).
- B. “Aggrieved Employees” shall include all individuals who are or previously were employed by Defendant in California during the PAGA Period.
- C. “Aggrieved Employee List” means information regarding the Aggrieved Employees that Defendant will in good faith compile from their records and provide to the Claims Administrator on a confidential basis. It shall be formatted as a Microsoft Excel file or in a similar format and will include each Aggrieved Employee’s: full name; last known address; Social Security Number (or other taxpayer identification number, as applicable); and dates of employment or number of PAGA Pay Periods worked during the PAGA Period.
- D. “Aggrieved Employee Payment” means 25% of the NSA which is distributed to the Aggrieved Employees for Plaintiff’s claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. The Aggrieved Employee Payment shall be distributed based on the pro rata number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.
- E. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of PAGA Action and Release of PAGA Claims.
- F. “Claims Administrator” means Apex Class Action Administration, 20371 Irvine Ave., Suite 110, Newport Beach, CA 92660; Tel: 1-800-355-0700; Fax: (949) 878-

3536. The Claims Administrator establishes, designates, and maintains a QSF under Internal Revenue Code Section 468B and Treasury Regulation Section 1.468B-1, into which the amount of the GSA is deposited for the purpose of resolving the claims in the Action on behalf of the LWDA and the Aggrieved Employees. The Claims Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.***

G. "Court" means the Superior Court for the State of California, County of Contra Costa, presiding over the Action.

H. "Defendant" shall mean collectively Hutchinson Motors, Inc., its shareholders, owners, directors, board members, their heirs, predecessors, successors and assigns.

I. "Effective Date" means the date on which the Court's order approving the settlement and entering judgment thereon ("Judgment").

J. "Funding Date" shall mean the date the Gross Settlement Amount ("GSA") is fully funded by Defendant into the Qualified Settlement Fund in accordance with the terms of this Agreement. Defendant shall transfer the GSA to the Claims Administrator within thirty (30) days after the Effective Date.

K. "Gross Settlement Amount" ("GSA") means One Hundred Thousand Dollars and Zero Cents (\$100,000.00), which Defendant shall pay into the Qualified Settlement Fund in connection with this Settlement, including, without limitation, the Plaintiff's representative claims under PAGA, on behalf of Plaintiff, the Aggrieved Employees, and the State of California. The GSA is inclusive of the LWDA Payment, the Aggrieved Employee Payment, Settlement Administration Costs, and Plaintiff's Counsel Award.

L. "LWDA" means the California Labor and Workforce Development Agency.

///

- 1 M. "LWDA Payment" means the 75%. Of the NSA which is distributed to the LWDA
2 for Plaintiff's claims for civil penalties arising under PAGA asserted on behalf of the
3 Aggrieved Employees and the LWDA.
- 4 N. "Net Settlement Amount" or "NSA" means the amount remaining from the GSA after
5 deducting the Settlement Administration Cost, and the Plaintiff's Counsel Award.
6 The NSA shall be used to satisfy the Aggrieved Employee Payment and the LWDA
7 Payment.
- 8 O. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
9 Employees by the Claims Administrator in the form set forth as Exhibit A to this
10 Agreement.
- 11 P. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
12 Labor Code § 2698, *et seq.*
- 13 Q. "PAGA Pay Period," for purposes of calculating the distribution of the Aggrieved
14 Employee Payment, as defined herein, means the number of calendar semi-monthly
15 periods of employment during the PAGA Period during which each Aggrieved
16 Employee worked at least part of one day.
- 17 R. "PAGA Payment Ratio" means the respective PAGA Pay Periods worked during the
18 PAGA Period for each Aggrieved Employee divided by the total of the PAGA Pay
19 Periods for all Aggrieved Employees during the PAGA Period.
- 20 S. "PAGA Period" means the period from May 3, 2022 to May 3, 2023.
- 21 T. "Plaintiff" or "PAGA Representative" shall mean ZHI H. HUANG.
- 22 U. "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
23 ("JCL"), and Shani O. Zakay, Esq. of Zakay Law Group, APLC ("ZLG").
- 24 V. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement
25 of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for
26 the services they have rendered to Plaintiff, the State of California, and the Aggrieved
27 Employees consisting of attorneys' fees not to exceed one-third of the GSA *plus*
28 actually incurred litigation costs up to \$15,000.00 as documented by Plaintiff's

Counsel's billing records. Plaintiff's Counsel's application for the Plaintiff's Counsel Award is subject to Court approval, and a reduction in attorneys' fees or costs awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement. Plaintiff's Counsel's award of attorneys' fees shall be divided by Plaintiff's Counsel as follows: 50% to ZLG, and 50% to JCL.

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

X. "Released Claims" shall mean all PAGA claims and civil penalties recoverable under PAGA, as alleged in the PAGA Action and/or Plaintiff's May 3, 2023 letter submitted to the LWDA ("PAGA Letter") or that could have been reasonably been asserted in the PAGA Action or the PAGA Letter based on the facts alleged, for PAGA penalties arising from the following claims against Defendant: for meal and rest break violations; failure to properly calculate and pay all wages owed at the regular rate of pay; unpaid wages, including minimum wages, regular and straight-time wages, overtime and double time wages, sick pay, meal break premiums, and rest break premiums; failure to compensate for off-the-clock work; failure to compensate for all wages owed due to unlawful "rounding" of employees' time; wage statement violations; untimely wages during employment; failure to timely pay all wages due upon termination of employment; failure to reimburse all reasonable and necessary business expenses; failure to maintain true and accurate personnel and payroll records; and including the Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804; and applicable wage orders ("PAGA Released Claims"). The Aggrieved Employees are only releasing their claims under Labor Code 2698, *et. seq.* and are not releasing any other claims.

Y. "Released Parties" shall mean Defendant as defined herein, together with all parent, subsidiary and affiliated entities, including all corporations, partnerships, members,

divisions and joint ventures, all officers, directors, shareholders, managers, supervisors, partners, employees, agents, attorneys, successors, and assigns, including, but not limited to Mercedes Stead, individually and as Trustee of the 2011 Michael C. Stead Trust; as well as each individual or entity who might otherwise be found to be liable to Plaintiff as an employee pursuant to Section 558.1 of the Labor Code.

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

AA. “Settlement Administration Costs” means the amount to be paid for the costs of administration of the Settlement from the GSA, not to exceed \$4,000.00.

II. RECITALS

A. On May 3, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant.

B. On August 10, 2023, Plaintiff filed his Action against Defendant alleging a single cause of action for violations of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]

C. On December 28, 2023, Plaintiff filed a Demand for Arbitration with JAMS alleging

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §1700 *et seq.*;
2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*;
4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;
7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203;

8. Failure to Reimburse Employees for Required Expenses in Violation of California Labor Code §2802;
9. Violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004);
10. Retaliation in Violation of Cal. Lab. Code §§ 98.6 & 1102.5; and
11. Wrongful Termination in Violation of Public Policy.

D. On October 10, 2024, Plaintiff served individual and PAGA settlement demand letters on Defendant. Thereafter, the Parties engaged in settlement negotiations via telephone and email, which continued until a settlement was reached on July 16, 2025.

E. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be, nor will be, construed as an admission by Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the GSA of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the GSA shall revert to Defendant. Any amounts not received via mail by any Aggrieved Employees will be transmitted by the Claims Administrator pursuant to governing law to the California Unclaimed Property Fund, to be held there for the benefit of such Aggrieved Employees under California's

1 escheatment laws. Except as provided for in Section III(A)(3), Defendant shall
2 not be required to pay more or less than the GSA.

3 2. Aggrieved Employee List. Within ten (10) days after the execution of this
4 Agreement, Defendant shall provide to the Claims Administrator, on a
5 confidential basis, a final Aggrieved Employee List compiled through
6 Defendant's records, which will include each Aggrieved Employee's: full
7 name; last known address; Social Security Number (or other taxpayer
8 identification number, as applicable); and number of PAGA Pay Periods
9 worked during the PAGA Period. The Aggrieved Employee List shall not be
10 provided to Plaintiff or their counsel, and shall be used only by the Claims
11 Administrator, and only for purposes of administering the settlement.

12 3. Number of Aggrieved Employees and PAGA Pay Periods. Defendant
13 represents that during the PAGA Period the total number of Aggrieved
14 Employees is 55 and the number of PAGA Pay Periods worked by the
15 Aggrieved Employees is approximately 1,030 Pay Periods. If the actual
16 number of Pay Periods worked by Aggrieved Employees during the PAGA
17 Period should exceed the foregoing representation by more than ten percent
18 (10%), the Gross Settlement Amount shall be proportionally increased. For
19 example, if the actual number of pay periods worked by Aggrieved Employees
20 during the PAGA Period exceeds the foregoing representation by more than
21 eleven percent (11%), then the Gross Settlement Amount will increase by 1%.

22 4. Settlement Payment. Defendant shall pay, via wire transfer or check, the GSA
23 to the Claims Administrator on or before the Funding Date.

24 B. PAGA Release. As of the Effective Date and upon Funding of the GSA by Defendant,
25 in exchange for the consideration set forth in this Agreement, the Aggrieved
26 Employees, and the State of California shall release the Released Parties from the
27 Released Claims during the PAGA Period.

28 ///

- 1 C. Conditions Precedent. This Settlement will become final and effective only upon (1)
2 the Court entering judgment pursuant to either Plaintiff's Motion for Settlement
3 Approval or the Parties' Stipulation for Settlement Approval, and (2) Defendant fully
4 funding the GSA.
- 5 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
6 by the Court, fails to become effective, or is reversed, withdrawn, or fails to provide
7 Defendant with a complete resolution of the Released Claims, or if Defendant fails to
8 fully fund the GSA:
- 9 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
10 and shall not be admissible in any judicial, administrative, or arbitral
11 proceeding for any purpose or with respect to any issue, substantive or
12 procedural; and
- 13 2. None of the Parties to this Settlement will be deemed to have waived any
14 claims, objections, defenses, or arguments in the Action.
- 15 E. Tax Liability. The Parties acknowledge and agree that no tax advice has been offered
16 or given by any other Party or the Parties' attorneys, agents, or representatives in the
17 course of negotiating this Settlement Agreement, and that each Party is relying upon
18 the advice of its, his, or her own tax consultant with regard to any tax consequences
19 that may arise as a result of the execution of this Agreement. The Aggrieved
20 Employees are not relying on any statement or representation by the Parties in this
21 regard. The Aggrieved Employees will be responsible for the payment of any taxes
22 and/or penalties assessed on their respective share of the Aggrieved Employee
23 Payments, and the Aggrieved Employees will be solely responsible for any penalties
24 or other obligations resulting from their personal tax reporting of the Aggrieved
25 Employee Payments.
- 26 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this Section,
27 the "acknowledging party" and each Party to this Agreement other than the
28 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision

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

16 G. Claims Administrator. The Claims Administrator shall be responsible for: establishing
17 and administering the QSF; calculating, processing and mailing payments to Plaintiff,
18 Plaintiff's Counsel, LWDA, and Aggrieved Employees; printing and mailing the
19 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
20 calculating and distributing tax forms for the Aggrieved Employee Payments;
21 providing declaration(s) as necessary in support of approval of this Settlement; and
22 other tasks as the Parties mutually agree or the Court orders the Claims Administrator
23 to perform. The Claims Administrator shall keep the Parties timely apprised of the
24 performance of all Claims Administrator responsibilities.

25 H. Allocation of the GSA. The GSA shall be allocated as follows:

- 26 1. Calculation of Individual Aggrieved Employee Payments. Using the
27 Aggrieved Employee List, the Claims Administrator shall add up the total
28 number of PAGA Pay Periods for all Aggrieved Employees during the PAGA

1 Period. For each Aggrieved Employee, the employee's respective PAGA Pay
2 Periods will be divided by the total PAGA Pay Periods for all Aggrieved
3 Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved
4 Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be
5 multiplied by the Aggrieved Employee Payment to calculate each Aggrieved
6 Employee's estimated share of the Aggrieved Employee Payment.

7 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
8 individual Aggrieved Employee Payments shall be allocated and treated 100%
9 as penalties and interest. The individual Aggrieved Employee Payments shall
10 not be subject to wage withholdings and shall be reported on IRS Form 1099
11 by the Claims Administrator.

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

22 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
23 regular First-Class U.S. Mail to the Aggrieved Employee's last known mailing
24 address. Upon receipt of the Aggrieved Employee List, the Claims
25 Administrator will perform a search based on the National Change of Address
26 Database to update and correct any known or identifiable address changes.
27 No later than fourteen (14) calendar days after the Funding Date, the Claims
28 Administrator shall mail Individual Aggrieved Employee Payments to all

1 Aggrieved Employees via regular First-Class U.S. Mail. The Claims
2 Administrator shall exercise its best judgment to determine the current mailing
3 address for each Aggrieved Employee. The address identified by the Claims
4 Administrator as the current mailing address shall be presumed to be the best
5 mailing address for each Aggrieved Employee.

6 5. Undeliverable Individual Aggrieved Employee Payments. Any Individual
7 Aggrieved Employee Payments returned to the Claims Administrator as non-
8 delivered on or before the check cashing expiration deadline shall be re-mailed
9 to any forwarding address provided within seven (7) days of receiving the
10 returned notice. If no forwarding address is provided, the Claims
11 Administrator shall promptly attempt to determine a correct address by lawful
12 use of skip-tracing, or other search using the name, address, and/or Social
13 Security number of the Aggrieved Employee involved, and shall then perform
14 a re-mailing if another mailing address is identified by the Claims
15 Administrator. In addition, the Claims Administrator shall notify Defendant
16 if any Individual Aggrieved Employee Payment, which is addressed to any
17 Aggrieved Employee who is currently employed by one or more of the
18 Defendant, is returned to the Claims Administrator as non-delivered with no
19 forwarding address provided. In such event, Defendant will request that the
20 currently employed Aggrieved Employee provide a corrected address, which
21 Defendant agree to transmit to the Administrator. Aggrieved Employees who
22 received a re-mailed Individual Aggrieved Employee Payment shall have their
23 check expiration deadline extended fifteen (15) days from the original check
24 expiration deadline.

25 6. Check Expiration Deadline. Any checks issued to Aggrieved Employees shall
26 remain valid and negotiable for one hundred and eighty (180) days from the
27 date of their issuance. If an Aggrieved Employee does not cash his or her
28 settlement check within ninety (90) days, the Claims Administrator will send

1 a letter to such persons, advising that the check will expire after the 180th day,
2 and inviting the Aggrieved Employee to request reissuance in the event the
3 check was destroyed, lost, or misplaced. In the event any Aggrieved
4 Employee Payment checks have not been cashed within one hundred eighty
5 (180) days, such funds will escheat to the State of California's Controller, to
6 be held in the name of each expired check payee, pursuant to applicable
7 unclaimed property laws. The Parties agree that this disposition results in no
8 "unpaid residue" under California Code of Civil Procedures Section 384 as
9 the entire Net Settlement Amount will be paid out to Aggrieved Employees,
10 whether or not they all cash their settlement checks.

11 7. LWDA Payment. The Claims Administrator shall transmit the LWDA
12 Payment to the LWDA as one lump sum payment within fifteen (15) calendar
13 days after the Funding Date. If the Claims Administrator pays the LWDA
14 Payment by check, the Claims Administrator will mail it to the LWDA by
15 certified mail, with return receipt requested to Plaintiff's Counsel.

16 8. Plaintiff's Counsel Award. Defendant will not oppose a request by Plaintiff's
17 Counsel for attorneys' fees not to exceed one-third of the GSA (currently
18 estimated to be \$33,333.33), plus costs and expenses supported by declaration
19 not to exceed fifteen thousand dollars (\$15,000.0) from the GSA. Any portion
20 of the requested Plaintiff's Counsel Award that is not awarded to Plaintiff's
21 Counsel shall be part of the Net Settlement Amount and shall be placed in the
22 NSA and distributed to the LWDA and the Aggrieved Employees as provided
23 in this Agreement. The Claims Administrator shall distribute and pay the
24 Plaintiff's Counsel Award to Plaintiff's Counsel from the GSA no later than
25 fifteen (15) calendar days after the Funding Date. Plaintiff's Counsel shall be
26 solely and legally responsible to pay all applicable taxes on the payment made
27 pursuant to this paragraph. The Claims Administrator shall issue an IRS Form
28 1099 to Plaintiff's Counsel for the payments made pursuant to this paragraph.

1 If the Court reduces or does not approve the requested Plaintiff's Counsel
2 Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke the
3 Settlement, or to appeal such order, and the Settlement will remain binding.

4 Settlement Administration Costs. The Claims Administrator shall be paid for
5 the costs of administration of the Settlement from the GSA. The estimate of
6 the Settlement Administration Costs is \$4,000.00. The Claims Administrator
7 shall be paid the Settlement Administration Costs no later than fifteen (15)
8 calendar days after the Funding Date.

9 I. Approval Motion. Plaintiff's Counsel and Plaintiff shall use best efforts to file with
10 the Court a Motion for Settlement Approval and Entry of Judgment Approving
11 Settlement, within sixty (60) days following the execution of this Agreement.

12 J. Notice of Settlement to LWDA. Simultaneously with Plaintiff's Counsel's
13 submission of the Motion for Approval of PAGA Settlement and/or Stipulation re:
14 Settlement Approval to the Court, Plaintiff's Counsel shall submit this Agreement to
15 the LWDA, as required by California Labor Code Section 2699(l)(2). Plaintiff's
16 Counsel shall, within ten (10) days after the entry of the judgment or order approving
17 this Settlement, submit the order approving the Settlement to the LWDA pursuant to
18 California Labor Code Section 2699(l)(3).

19 N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an
20 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
21 including the Proposed Order Granting Approval of the Settlement and Judgment
22 Finally Approving Settlement, three (3) days before filing with the Court. The Parties
23 and their counsel will cooperate with each other and use their best efforts to effectuate
24 the Court's approval of the Motion for Approval of the Settlement, and the Court's
25 entry of Judgment.

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

28 ///

1 P. Stay of Litigation. The Parties agree the continuing litigation of this action shall be
2 stayed, and the time to bring this action to trial shall be extended pending the outcome
3 of the settlement process.

4 Q. Amendment or Modification. This Settlement may not be modified, altered, or
5 changed except in a writing signed by all Parties to this Agreement, wherein specific
6 reference is made to this Agreement.

7 R. Entire Agreement. With respect to the subject matter of this Agreement and the
8 Released Claims defined herein, this Agreement and the attached Exhibit A constitute
9 the entire Agreement among the Parties, and no oral or written representations,
10 warranties or inducements have been made to any Party concerning this Agreement or
11 its Exhibit other than the representations, warranties, and covenants contained and
12 memorialized in this Agreement and its Exhibit. The Parties acknowledge and agree
13 that this Agreement, and its Exhibit, represent the entire transaction concerning the
14 resolution of the PAGA claims alleged in the Action. The Parties acknowledge and
15 agree that Plaintiff has entered into a separate settlement agreement with Defendant,
16 in which Plaintiff entered into a general release of all other claims arising out of
17 Plaintiff's employment relationship with Defendant. The Parties acknowledge and
18 agree that the instant Agreement is separate from and unaffected by Plaintiff's separate
19 release agreement with Defendant, and that Plaintiff's separate release agreement with
20 Defendant does not affect this Agreement.

21 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate
23 this Agreement, to take all appropriate Action required or permitted to be taken by
24 such Parties pursuant to this Agreement in order to effectuate its terms, and to execute
25 any other documents required to effectuate the terms of this Agreement. The
26 individuals signing this Agreement on behalf of Defendant represent and warrant that
27 they are authorized to sign this Agreement on that entity's behalf.

28 ///

- 1 T. No Prior Assignments. The Parties represent, covenant, and warrant that they have
2 not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber, to any person or entity any portion of any liability, claim,
4 demand, action, cause of action, or right released and discharged by this Agreement.
- 5 U. 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. Plaintiff's Counsel further agrees not to use the Settlement Agreement or
9 any of its terms for any marketing or promotional purposes. Nothing herein will restrict
10 Plaintiff's Counsel from including publicly available information regarding this
11 settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications
12 and experience. Further, Plaintiff's Counsel will not include, reference, or use the
13 Settlement Agreement for any marketing or promotional purposes, either before or
14 after the Motion for Settlement Approval is filed.
- 15 N. Binding on Successors and Assigns. This Agreement shall be binding upon, and shall
16 inure to the benefit of, the Parties hereto and their respective heirs, trustees, executors,
17 administrators, successors, and assigns.
- 18 O. California Law Governs. This Settlement Agreement and its Exhibit shall be governed
19 and interpreted under the laws of the State of California.
- 20 P. Execution in Counterparts. This Agreement may be executed in one or more
21 counterparts by facsimile, electronic signature, or email, which for purposes of this
22 Agreement shall be accepted as an original. All executed counterparts, and each of
23 them, shall be deemed to be one and the same instrument. Any executed counterpart
24 will be admissible in evidence to prove the existence and contents of this Agreement.
- 25 Q. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
26 is a fair, adequate, and reasonable settlement of the Action. The Parties have arrived
27 at this Settlement after extensive arms-length negotiations, taking into account all
28 relevant factors, present and potential. The Parties further acknowledge that they are

1 each represented by competent counsel and that they have had an opportunity to
2 consult with their respective counsel regarding the fairness and reasonableness of this
3 Agreement prior to signing.

4 R. Continuing Jurisdiction. The Parties agree that the Court shall have continuing
5 jurisdiction over this case, under California Code of Civil Procedure Section 664.6, to
6 ensure the continuing implementation of the provisions of this settlement. The Parties
7 further agree that the time within which to bring this action to trial under California
8 Code of Civil Procedure Section 583.310 shall be extended from the date of the signing
9 of this Agreement by all Parties until the Effective Date.

10 S. Enforcement. Plaintiff and Plaintiff's Counsel shall be entitled to an award of all
11 reasonable attorneys' fees and costs incurred in any action brought to enforce the terms
12 of this agreement from Defendant, its shareholders, managers, directors, owners, board
13 members, heirs, successors and assigns.

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

18 O. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
19 Released Claims have merit and give rise to liability on the part of Defendant.
20 Defendant contends that the Released Claims have no merit and do not give rise to
21 liability. This Agreement is a compromise of disputed claims. Nothing contained in
22 this Agreement, nor any documents created, nor actions taken, to effectuate the terms
23 of this Agreement, shall be construed or used as an admission by or against Defendant,
24 Plaintiff, or Plaintiff's Counsel as to the merits or lack thereof of the claims asserted.
25 Except as necessary in a proceeding to enforce the terms of this Agreement, this
26 Agreement and its terms and provisions shall not be offered or received as evidence in
27 any action or proceeding to establish any liability or admission on the part of the
28 Released Parties, nor to establish the existence of any condition constituting a violation

1 of, or non-compliance with, federal, state, local, or other applicable law. Other than
2 as may be specifically set forth herein, each Party shall be responsible for and shall
3 bear its, his, or her own attorney's fees and costs.

4 P. No Other Relief. The Parties agree that no injunctive, declaratory relief, or other
5 equitable relief (aside from civil penalties under PAGA) may be ordered by the Court
6 against Defendant in approval of the settlement, and should the Court do so, this will
7 provide grounds for Defendant, or any of them, to rescind and terminate the settlement.
8 Upon the Court's approval of the settlement, Plaintiff and all Aggrieved Employees
9 bound by the settlement, and the LWDA will be permanently enjoined and restrained
10 by the Court from and against initiating or pursuing any claims settled and released by
11 the settlement.

12 **[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

IT IS SO AGREED, AS TO BOTH FORM AND CONTENT, BY PLAINTIFF:

DATED: 11/13/2025


vin huang (Nov 13, 2025 10:02:19 PST)

ZHI HUANG

IT IS SO AGREED, AS TO BOTH FORM AND CONTENT, BY DEFENDANT:

DATED: _____

HUTCHINSON MOTORS, INC.

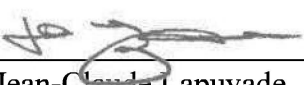
Name

Title

IT IS SO AGREED, AS TO FORM ONLY, BY COUNSEL:

DATED: 11/13/2025

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade
Attorneys for the Plaintiff and the Aggrieved
Employees

DATED: 11/13/2025

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay
Nicole Noursamadi
Attorneys for the Plaintiff and the Aggrieved
Employees

DATED: _____

FINE, BOGGS & PERKINS LLP

By: _____
Dave Reese, Esq.
Felix Zhuk, Esq.
Attorneys for Defendant

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

2
3 DATED: _____

ZHI HUANG

4
5
6 IT IS SO AGREED, AS TO BOTH FORM AND CONTENT, BY DEFENDANT:

7
8 DATED: 11.14.2025

Mercedes A. Stead
HUTCHINSON MOTORS, INC.

9
10 Mercedes Stead
Name

11
12 Trustee
Title

13
14 IT IS SO AGREED, AS TO FORM ONLY, BY COUNSEL:

15 DATED: _____

JCL LAW FIRM, APC

16 By: _____
17 Jean-Claude Lapuyade
18 Attorneys for the Plaintiff and the Aggrieved
Employees

19 DATED: _____

ZAKAY LAW GROUP, APLC

20 By: _____
21 Shani O. Zakay
22 Nicole Noursamadi
23 Attorneys for the Plaintiff and the Aggrieved
Employees

24 DATED: 18 Nov 2025

FINE, BOGGS & PERKINS LLP

25 By: [Signature]
26 Dave Reese, Esq.
27 Felix Zhuk, Esq.
28 Attorneys for Defendant

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

EXHIBIT A

[Administrator Notice]

1
2 You are receiving this payment because of a lawsuit brought by a former California employee
3 against Defendant Hutchinson Motors, Inc. (“Defendant”) for civil penalties pursuant to the Private
4 Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”). In the lawsuit, Plaintiff Zhi Huang
5 (“Plaintiff”) sought civil penalties on behalf of himself and other employees of the Defendant for
6 the following violations of law: meal and rest break violations; failure to allow employees to take
7 duty-free, off-premises rest periods; failure to properly calculate and pay all wages owed at the
8 regular rate of pay; unpaid wages, including minimum wages, regular and straight-time wages,
9 overtime and double time wages, sick pay, meal break premiums, and rest break premiums; failure
10 to compensate for off-the-clock work; wage statement violations; untimely wages during
11 employment; failure to timely pay all wages due upon termination of employment; and failure to
12 reimburse all reasonable and necessary business expenses.

13 Defendant denies these claims, and further denies that it owes any civil penalties to Plaintiff or any
14 other current or former employees. However, to avoid further time and expense of litigation,
15 Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted
16 in the lawsuit on behalf of all individuals who are or previously were employed by Defendant in
17 California (the “Aggrieved Employees”) during May 3, 2022, until May 3, 2023 (the “PAGA
18 Period”).

19 According to Defendant’s records, you are an “Aggrieved Employee,” and you are therefore entitled
20 to a share of the settlement. The enclosed settlement check will remain valid until [insert date].

21 This check is issued pursuant to the terms of the PAGA settlement in Contra Costa County Superior
22 Court, Case No. C23-01698. The PAGA settlement settles and releases only claims for civil penalties
23 under PAGA, and does not settle any other claims against Defendant.

24 This payment is taxable income for federal, state, and local tax purposes, and may be reported to the
25 appropriate taxing authorities. You may be required to pay additional taxes for this payment. Please
26 consult a tax advisor to determine your individual tax payment and reporting situation. You will be
27 mailed appropriate tax forms by [insert date]. If your address changes, please notify us, using the
28 contact information below, so that any necessary tax forms can be mailed to your current address.

If you have any questions about your award, please contact: Apex Class Action LLC, located at 18
Technology Drive Suite 154 Irvine, CA 92618; Tel: (800) 355-0700.

EXHIBIT 2

Esbeidy Campos

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, May 3, 2023 3:58 PM
To: Jennifer Heming
Subject: Thank you for submission of your PAGA Case.

5/3/2023

LWDA Case No. LWDA-CM-952595-23
Law Firm : JCL Law Firm, APC
Plaintiff Name : ZHI H. HUANG
Employer: HUTCHINSON MOTORS, INC.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

EXHIBIT 4

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 | 619-255-9047

FIRM PRACTICE AREAS:

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

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

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

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

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

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

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

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

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

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

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

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

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

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

///

4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

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

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

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

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

///

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegueda v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP

Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA

Status	In Litigation
---------------	---------------

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015

Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

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

28. Aaris Watts v. TRL Systems

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

29. Johnathan Roa v. Otay Mesa Sales

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

30. Jonathan Mitchell v. Mack Trucking

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

31. Richard Jer Vang v. Bridge Property Management

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

32. Madison Marrero v. Stat Med

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

33. Brian Reyes v. Stowasser Buick-GMC

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

34. Erik Foss v. Anderson Hospitality, Inc.

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

35. Griselda Duran v. EmployBridge

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

36. Luis Rendon v. Healthcare Investments, Inc.

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

37. Richard Melead v. TVI, Inc.

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

38. Thomas Haven v. California Vocations, Inc.

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

39. Estefania Renteria v. Love's Country

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

40. Rachel Latin v. OneMain General Services Corp.

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

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

Court	Merced
--------------	--------

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

42. Jie Xu v. HT Multinational

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

43. Yvette Molina v. Hawaiian Airlines

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

44. Reinald Pillsbury v. T & T Restaurants CA

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

45. Luis de Jesus v. Guardian Angel Home Care

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

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

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

47. Gabriel Mendez v. Bondz, Inc.

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

48. James Conley v. Siskiyou Forest Products

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

49. Alex Castellanos v. Southwest Patrol

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

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

52. Elias Kaser v. Aviation Consultants, Inc.

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

53. Christopher Chacon v. Panda Motors, Inc.

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

54. Willie Lang v. Pathways

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

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

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

56. Daniel Jacobs v. Rush Media Company

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

Status	Settled
---------------	---------

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

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

59. James Rachal v. ELG Metals, Inc.

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

60. Michael Ashlock v. Advantis Medical Staffing

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

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

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

62. Nicolas Neutall v. Urban Alchemy

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

63. Courteney Arneson v. Bahn Thai, Inc.

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

64. Traci Pollinger v. Hoehn Motors, Inc.

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

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

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

66. Shasta Collins v. Hilton Management, LLC

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

67. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

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

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

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

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

71. David Ezell v. Diab Leasing, Inc.

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

Status	Settled
---------------	---------

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

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

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

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

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

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

75. Jermell Jones v. Greenlawn Funeral Homes

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

76. Isaiah Davis v. RPM Juice, Inc.

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

77. Jose Garcia v. Ferma Greenbox

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

78. Brittney Jones v. ASD6

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

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

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

82. Emily Tolosa v. Kensington Redwood City, LLC

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

83. Gabriel Guzman v. Vulcan Materials Company

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

84. Cristal Rodriguez v. EAH , Inc.

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

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC

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

87. Claudia Nunez v. The Whole Child

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

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

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

89. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

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

91. James Aguilar v. T & K

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

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

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

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

94. Joe Moreno v. Rambo, LLC.

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

95. Norman Respass v. The Scion Group

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

96. Devin Terrell v. KaiserAir

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

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

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

98. Dante Henderson v. Bizon Group, Inc.

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

99. Noemy Flores v. Aven Group, Inc.

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

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

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

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA

Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

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

103. Tyra Toler v. Total Testing Solutions LLC

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

104. Juanita Allen v. Nissan of Stockton

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

105. Paola Villalvazo v. SK Market Inc.

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

106. Luke Delacruz v. Walmart (Bonobos)

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

107. Powell v. Core Community Organized Relief Effort

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

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

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

109. Alisa Alvarez v. SLO Arches, Inc.

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

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

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

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

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

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

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

113. Maria Tabarez v. Alta Hospitals System LLC

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

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

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

116. Veronica Maravilla v. Venus Et Fleur, LLC

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

Status	Settled
---------------	---------

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

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

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

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

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

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

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

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

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

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

122. Marquan Nesbitt v. Autonomous, Inc.

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

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

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

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

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

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

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

126. Jeannete Gomes v. Homeaglow Inc.

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

127. Alan Carrillo Rodriguez v. Titan Workforce

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

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

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

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

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

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

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

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

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

Status	Settled
---------------	---------

132. John Schilder v. Tenderloin Neighborhood Development Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

139. Brennan Howard v. Koulax Enterprises

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

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

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

141. Kaliyah Martin v. Blend Labs et al.

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

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

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

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

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

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

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

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

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

Status	In Litigation
---------------	---------------

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

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

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

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

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

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

EXHIBIT 5

Activities Export

12/05/2025
2:12 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/15/2025		One Legal Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.00	\$23.63	-	\$23.63
07/14/2025		One Legal Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.00	\$23.63	-	\$23.63
03/17/2025		One Legal Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.00	\$22.87	-	\$22.87
10/23/2024		One Legal Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.00	\$19.31	-	\$19.31
03/29/2024		One Legal Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.00	\$19.10	-	\$19.10
02/15/2024		One Legal Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.00	\$19.10	-	\$19.10
02/02/2024		Arbitration Fees Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.00	\$200.00	-	\$200.00
11/29/2023		One Legal Unbilled	61601-HUANG Huang v. Hutchinson	Rachel Newman	1.00	\$17.04	-	\$17.04

\$0.00
0.00h
\$2,176.50
0.00h
1/2

Activities Export

12/05/2025

2:12 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Motors (Porsche Walnut Creek)					
08/10/2023		Knox Fee -- Service of Process Document Prep Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Rachel Newman	1.00	\$126.75	-	\$126.75
08/10/2023		Knox Fee -- Concurrent Document Prep Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Rachel Newman	1.00	\$66.75	-	\$66.75
08/10/2023		Knox Fee -- Service of Process Document Prep Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Rachel Newman	1.00	\$126.75	-	\$126.75
08/09/2023		One Legal -- Proof of Service,Proof of Service Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Rachel Newman	1.00	\$17.04	-	\$17.04
07/25/2023		One Legal - Initial Complaint Filed,Civil Case Cover Sheet,Summons Issued/Filed Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Rachel Newman	1.00	\$1,494.53	-	\$1,494.53
							\$0.00 0.00h	\$2,176.50 0.00h

EXHIBIT 6

Activities Export

12/05/2025

2:22 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/05/2025		Finalize approval motion for filing, including all supporting documents and exhibits Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jaclyn Joyce	1.60h	\$750.00	-	\$1,200.00
11/21/2025		Revise approval motion P&As and send to OC for review Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jaclyn Joyce	0.70h	\$750.00	-	\$525.00
11/21/2025		Further draft approval motion and supporting documents Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jaclyn Joyce	1.40h	\$750.00	-	\$1,050.00
11/20/2025		Begin drafting approval motion and supporting documents Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jaclyn Joyce	3.40h	\$750.00	-	\$2,550.00
11/20/2025		Review file in preparation for drafting approval motion; confer internally re procedural history Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jaclyn Joyce	0.60h	\$750.00	-	\$450.00
11/18/2025		Emails with settlement administrator and opposing counsel Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	1.50h	\$425.00	-	\$637.50
11/13/2025		Emails with opposing counsel Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	1.80h	\$425.00	-	\$765.00
10/29/2025		Attend case management	61601-HUANG	Nicole	1.00h	\$425.00	-	\$425.00
					53.30h		\$0.00 0.00h	\$34,497.50 53.30h

Activities Export

12/05/2025

2:22 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		conference Unbilled	Huang v. Hutchinson Motors (Porsche Walnut Creek)	Noursamadi				
10/22/2025		Emails with opposing counsel Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	0.70h	\$425.00	-	\$297.50
10/16/2025		Internal emails and emails with client Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	1.30h	\$425.00	-	\$552.50
10/13/2025		Review and revise opposing counsel's revisions to settlement agreement Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	1.40h	\$425.00	-	\$595.00
09/26/2025		Emails with opposing counsel Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	1.10h	\$425.00	-	\$467.50
09/12/2025		Review and revise settlement agreement Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	1.00h	\$425.00	-	\$425.00
09/12/2025		Emails with opposing counsel Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	1.00h	\$425.00	-	\$425.00
09/01/2025		Work on the SAR Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut	Shani Zakay	3.50h	\$800.00	-	\$2,800.00
					53.30h		\$0.00	\$34,497.50
							0.00h	53.30h

Activities Export

12/05/2025
2:22 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Creek)								
08/25/2025		Internal emails regarding settlement agreement Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	0.50h	\$425.00	-	\$212.50
08/11/2025		Review and revise settlement agreement Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	2.00h	\$425.00	-	\$850.00
08/11/2025		Emails with opposing counsel regarding settlement agreement Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Nicole Noursamadi	1.60h	\$425.00	-	\$680.00
10/15/2024		Call with OC and emails with team regarding settlement negotiations. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.50h	\$800.00	-	\$400.00
10/09/2024		More work on demand letters Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jackland Hom	2.30h	\$550.00	-	\$1,265.00
10/09/2024		Work on demand letter Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jackland Hom	1.50h	\$550.00	-	\$825.00
10/08/2024		Work on PAGA demand letter Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jackland Hom	3.00h	\$550.00	-	\$1,650.00
					53.30h		\$0.00 0.00h	\$34,497.50 53.30h

Activities Export

12/05/2025

2:22 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/29/2024		Preparation for and attendance of Case Management Conference Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.00h	\$800.00	-	\$800.00
03/15/2024		Work on CMS Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.00h	\$800.00	-	\$800.00
03/08/2024		Call with OC regarding mediation and mediators. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.30h	\$800.00	-	\$240.00
03/08/2024		Follow up on tolling agreement. Emails regarding mediation and settlement. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.20h	\$800.00	-	\$160.00
02/28/2024		Emails regarding mediation and settlement., Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.30h	\$800.00	-	\$240.00
02/21/2024		Internal emails Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.30h	\$800.00	-	\$240.00
02/02/2024		Call with OPC. Emails to staff with instructions on dismissal. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.50h	\$800.00	-	\$400.00
01/31/2024		Review arbitration agreement; confer with SOZ re same	61601-HUANG Huang v. Hutchinson	Jaclyn Joyce	0.40h	\$750.00	-	\$300.00
					53.30h		\$0.00	\$34,497.50
							0.00h	53.30h

Activities Export

12/05/2025

2:22 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	Motors (Porsche Walnut Creek)					
01/31/2024		Review the arbitration agreement and emails with counsel regarding the same. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.30h	\$800.00	-	\$240.00
01/30/2024		Emails with OPC regarding declaration and dismissal of inaccurately named defendant Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.20h	\$800.00	-	\$160.00
01/17/2024		Emails with OPC regarding mediation. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.20h	\$800.00	-	\$160.00
01/16/2024		Emails regarding mediation Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.30h	\$800.00	-	\$240.00
11/20/2023		Meet and confer call with OPC Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.50h	\$800.00	-	\$400.00
11/15/2023		Review and revise CMS Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
09/05/2023		Review notice of appearance Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.20h	\$800.00	-	\$160.00
					53.30h		\$0.00	\$34,497.50
							0.00h	53.30h

Activities Export

12/05/2025

2:22 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Creek)					
09/01/2023		Review arb agreement and emails regarding the same. Legal research regarding enforceability and possible issues. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.50h	\$800.00	-	\$1,200.00
08/31/2023		Review arbitration agreement and discuss with counsel. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.50h	\$800.00	-	\$400.00
08/31/2023		Emails with OPC regarding status of responsive pleadings Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.10h	\$800.00	-	\$80.00
08/30/2023		Emails regarding status of responsive pleadings. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	0.10h	\$800.00	-	\$80.00
07/10/2023		Review and approve the PAGA only complaint. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	1.50h	\$800.00	-	\$1,200.00
07/05/2023		Draft PAGA-only Complaint Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Jennifer Gerstenzang	4.00h	\$700.00	-	\$2,800.00
05/03/2023		Review the file. Work on complaint and PAGA letter. Unbilled	61601-HUANG Huang v. Hutchinson Motors (Porsche Walnut Creek)	Shani Zakay	6.00h	\$800.00	-	\$4,800.00
					53.30h		\$0.00	\$34,497.50
							0.00h	53.30h