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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JOSE GARCIA VALLE, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

PACIFIC SHELLFISH, INC., a California
corporation; and DOES 1 through 100, Inclusive,

Defendants.

Case No. 37-2021-00021898-CU-OE-CTL

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

Date: May 26, 2023

Time: 8:30 a.m.

Judge: Hon. Ronald F. Frazier

Department: 65

Trial Date: N/A

Action Filed: May 17, 2021

1 **HAINES LAW GROUP, APC**

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8 Attorneys for Plaintiff

1 I, JEAN CLAUDE LAPUYADE, declare as follows:

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

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

9 **I. EXHIBITS**

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

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

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

20 **II. INTRODUCTION**

21 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
22 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
23 The Settlement confers substantial benefits to the Class. The relief offered by the Settlement is
24 particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
25 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
26 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
27 denied or of Defendant prevailing at trial. Given that there are approximately 273 Class Members, the
28 average gross recovery is approximately **\$705.37** (Net Settlement Amount divided by Class Members).

1 At the time of mediation, there were approximately 137 PAGA Members(Aggrieved Employees) during
2 the PAGA Period.

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

8 **III. FACTS AND PROCEDURE**

9 **A. Overview of the Litigation**

10 8. Defendant is a California corporation that distributes seafood to restaurants, hotels, bars,
11 and caterers across Southern California, including in San Diego where Plaintiff worked. Defendant
12 additionally operates the Fishery, an upscale seafood restaurant in San Diego. Plaintiff worked for
13 Defendant as a non-exempt employee in San Diego, California from approximately 2011 to September
14 2020. Plaintiff alleges that Defendant failed to, among other things, maintain accurate time records, pay
15 for all hours worked, provide compliant meal and rest periods, issued non-compliant wage statements,
16 and failed to pay all wages when due. Throughout his employment, Plaintiff was subject to Defendant's
17 written policies and procedures contained in, among other documents, the 2021 Pacific Shellfish
18 Employee Handbook.

19 9. Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant
20 asserts that it fully complied with all applicable employment laws and raised several other significant
21 defenses to Plaintiff's claims, including but not limited to, compliant compensation policies and plans,
22 complaint meal and rest practices, compliant wage statements, and timely payment of all wages when
23 due.

24 10. August 10, 2022, Plaintiff served Defendant and the Labor and Workforce Development
25 Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth
26 the facts and theories supporting Defendant's alleged violations of various provisions of the California
27 Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to
28

1 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections
2 2698 *et seq.* (“PAGA”).

3 11. On May 17, 2021, Plaintiff filed his class action complaint in the San Diego Superior
4 Court. The Action alleged six causes of action against Defendant for: (1) Unfair Competition in
5 Violation of Bus. and Prof. Code sections 17200 *et seq.*; (2) Failure to pay minimum wages in violation
6 of California Labor Code sections 1194, 1197 & 1197.1; (3) Failure to pay overtime wages in violation
7 of California Labor Code sections 510 *et seq.*; (4) Failure to provide required meal periods in violation
8 of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to
9 provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the
10 applicable IWC wage order; and (6) Failure to provide accurate itemized wage statements in violation
11 of California Labor Code section 226.

12 12. On December 9, 2022, Plaintiff filed the operative First Amended Complaint and asserted
13 a seventh cause of action for violations of the California Labor Code Private Attorneys General Act [
14 Labor Code section 2698, *et seq.*]. After commencing written discovery, the Parties agreed to mediation.

15 **B. Class Counsels’ Investigation**

16 13. To prepare for mediation, Class Counsel requested pertinent documents and data points
17 to evaluate Plaintiff’s claims and measure Defendant’s liability exposure to the Class. In response,
18 Defendant produced, among other things, time and payroll records for 100% of the Class Members,
19 aggregate workweek and pay period data, copies of applicable handbooks, policies, and procedures and
20 Plaintiff’s personnel file.

21 14. Class Counsel then retained the statisticians and economists at Berger Consulting Group
22 to evaluate the Class Members’ payroll and time data and to calculate Defendant’s liability exposure to
23 the Class. Berger Consulting Group provides data analysis and damage modeling consulting services,
24 specializing in wage and hour class actions. Berger Consulting Group analyzed Defendant’s time and
25 payroll data and developed various damage models that assisted Class Counsel at the time of mediation.

26 15. Overall, Class Counsel thoroughly investigated the claims at issue. Class Counsel (1)
27 reviewed Plaintiff’s suitability as a putative class representative through interviews, background
28 investigations, and analysis of his employment files; (2) evaluated Plaintiff’s potential claims; (3)

1 researched similar wage and hour class actions; (4) analyzed the Class Members' time and payroll
2 records; (5) analyzed Defendant's labor policies and practices; (6); developed comprehensive damage
3 models which estimated Defendant's liability for purposes of settlement; (7) drafted the mediation brief;
4 and (8) participated in the mediation. This investigation allowed Class Counsel to fully assess the nature
5 and magnitude of the claims being settled, and to make an independent assessment of the reasonableness
6 of the terms to which the Parties have agreed. Based on its investigation of the facts, applicable law,
7 and marketplace for similar settlements, and considering the risk of significant delay and uncertainty
8 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe
9 this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are
10 fair, reasonable, and adequate.

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

12 16. On April 5, 2022, the Parties participated in a full day mediation with Steve Serratore an
13 experienced wage and hour mediator. The mediation concluded with a settlement. Thereafter, the
14 Parties memorialized the settlement terms agreed to in the form of a Memorandum of Understanding
15 ("MOU"). At all times, the Parties' negotiations were at an arm's length, adversarial, and non-collusive.
16 After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement
17 which is the subject of the instant motion. Objectively, the Settlement terms are fair, adequate and
18 represent a reasonable compromise of the claims at issue.

19 **IV. ARGUMENT**

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

21 17. The Gross Settlement Amount of \$385,000.00 is fair and reasonable considering the
22 nature and magnitude of the claims being settled and the various potential impediments to recovery.
23 Prior to mediation, Class Counsel retained Berger Consulting Group to develop economic damage
24 models measuring Defendant's liability exposure while accounting for the uncertainties of continued
25 litigation. The various models were informed by Class Counsel's investigation, including the analysis
26 of a significant sample of time and payroll data. Class Counsel projected Defendant's liability exposure
27 for *class claims* (excluding PAGA Penalties) at \$2,348,547 dollars. Thus, the Gross Settlement Amount
28

1 of \$385,000 represents approximately 16.39% of Defendant's *class-wide* liability exposure. The
2 following summarizes Defendant's estimated exposure.

3 18. Plaintiff's primary claim in this Action is that Defendant as a matter of policy and practice,
4 consistently violated the law by completely failing to provide meal breaks. Even when Defendant did,
5 it regularly violated the law by providing late, short and interrupted meal periods. Plaintiff also asserted
6 that Defendant's written policy was facially unlawful. Furthermore, Defendant failed to maintain
7 accurate records due to only tracking the length of shifts and not the meal periods. Defendant's time
8 and payroll data evidenced 40,800 meal break violations during the Class period. Although Defendant's
9 policies did provide for rest periods, it was Plaintiff's own experience that due to understaffing, he never
10 took rest periods and even if he could take a rest period, he was required to remain on premises. In
11 total, Class Counsel estimated Defendant's exposure for the meal claims at \$727,683, rest periods at
12 \$864,124 and the failure to maintain accurate records at \$124,000.

13 19. Defendant argued, *inter alia*, that it provided the Class Members and Aggrieved
14 Employees with compliant meal and rest periods despite any inaccurate information found in its written
15 policies. Defendant also argued that despite the time records not including time entries for meal periods,
16 it did provide employees with compliant meal periods. Thus, Defendant argued that there was no
17 potential liability for Plaintiff's alleged meal and rest period violations and any claimed violations
18 required a highly individualized inquiry not suitable to class treatment.

19 20. Plaintiff alleges that Defendant's alleged violations resulted in derivative violations of
20 Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various
21 penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could
22 argue that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under
23 Labor Code section 203. Additionally, Defendant could argue that Plaintiff could not show that Class
24 Members suffered an "injury" because of wage statement violations, as required by Labor Code section
25 226. Plaintiff estimated Defendant's exposure for these claims to be approximately \$4,725,770
26 (\$425,648 for LC 203 penalties and \$238,150 for LC 226 penalties).

1 21. Class Counsel's damage models also estimated Defendant's exposure for PAGA
2 penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure to be
3 approximately \$1,428,900 dollars.

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

14 23. The proposed Settlement allocates \$20,000 to satisfy the PAGA claims. This amount
15 represents approximately 5.2% of the Gross Settlement Amount. This achieves a fair, reasonable, and
16 adequate resolution of Plaintiff's PAGA claim. Further, the amount allocated to the satisfaction of
17 Plaintiff's PAGA claim, is well within the range of reasonableness.

18 **B. Litigation Risks**

19 24. With respect to the most immediate challenge, i.e., class certification, the risks attendant
20 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
21 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
22 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
23 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
24 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
25 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
26 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
27 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
28 individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176

1 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
2 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
3 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
4 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
5 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
6 certification of driver meal and rest period claims based on the predominance of individual issues).
7 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
8 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
9 settlement..

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

17 26. Given the amount of the settlement here, as compared to potential value of the claims,
18 offset by the various inherent risks to continued litigation, the settlement is fair and reasonable settlement
19 is fair and reasonable.

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

21 27. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class
22 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
23 mail the proposed Notice Packet to all Class Members. The Notice Packet will include information
24 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure,
25 and time within which to requests for exclusions or objections to the Settlement, the date for the final
26 approval hearing, the formula used to calculate settlement payments, and the terms and scope of the
27 Released Class Claims. Agreement at § III(R). The Parties negotiated this method to ensure delivering
28

1 the most reasonable method of notice to the Class Members while ensuring cost effective administration
2 of the Settlement.

3 28. As detailed in the Agreement, the method of disseminating the proposed Class Notice and
4 contents of the Proposed Class Notice satisfy due process and the California Rule of Court 3.766.

5 **C. The Court Should Preliminarily Approve the Incentive Award**

6 29. The Settlement provides for an Enhancement Award of \$10,000 for Plaintiff. The
7 Enhancement Award is fair and reasonable compensation for the Plaintiff's efforts bringing the action,
8 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on
9 the status of his case and the strategies for prosecuting the claims, reviewing the proposed Settlement to
10 ensure that its terms are fair and provide adequate relief for the Class.

11 30. The amount of the requested enhancement payment-\$10,000-is reasonable by reference
12 to the amounts that California courts (both federal and state) have repeatedly found to be reasonable for
13 wage and hour class action settlements: *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County
14 Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs);
15 *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct Mar. 21,
16 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A.
17 County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff);
18 *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (LA. County Super. Ct. Oct. 3, 2013) (awarding
19 \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A.
20 County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast*
21 *Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding
22 \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc*, No. BC422934 (LA. County Super. Ct.
23 July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's*
24 *Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement
25 payments of \$ 10,000 to the named plaintiffs along with additional compensation for their general
26 release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (LA. County Super.
27 Ct Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial*
28 *Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding \$15,000

enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding \$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguilar v. Cingular Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No. RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings, Inc.*, No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

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

1 **D. The Requested Attorneys' Fees and Attorneys' Expenses Should be Preliminarily**
2 **Approved**

3 32. Class Counsel took this matter on a contingency fee basis and invested significant time
4 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
5 Individual Settlement Payment illustrates the demonstrably positive outcome for the Class Members.
6 Considering the positive outcome, and considering the supporting authority, the proposed Attorneys'
7 Fees and reimbursement of Attorneys' Expenses are fair and reasonable.

8 33. Plaintiff will file a formal motion for the Attorneys' Fees and Attorneys' Expenses once
9 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing
10 is sufficient for preliminary approval of the negotiated attorneys' fees.

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

12 34. For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional
13 certification of the Class is appropriate.

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

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

21 37. Plaintiff's wage and hour claims are typical of the proposed Class because they arise from
22 the same factual basis and are based on the same legal theories applicable to the other Class Members.
23 Likewise, Plaintiff's interests are entirely coextensive with the interests of the Class. Plaintiff alleges
24 that he was injured by the same company-wide practices to which the proposed Class Members were
25 subject to and seeks the same relief. Plaintiff has already demonstrated his ability to advocate for the
26 interests of the Class Members by initiating this litigation, undertaking extensive class discovery, and
27 evaluating the proposed settlement to assure that it is fair.

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

F. Class Counsel’s Experience

39. Additionally, Plaintiff is represented by competent Class Counsel who have extensive experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued, certified, and gained state court settlement approval of the same class-wide causes of action that are at issue in this case. Class Counsel's wage and hour class action experience establishes that they are well qualified to represent the interests of this Class. I have significant class counsel and collective action counsel experience. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of May, at San Diego, California.

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff JOSE GARCIA VALLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JOSE GARCIA VALLE, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

PACIFIC SHELLFISH, INC., a California
corporation; and DOES 1 through 100;

Defendants.

Case No.: 37-2021-00021898-CU-OE-CTL

[Action Filed May 17, 2021]

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

Judge: Honorable Ronald F. Frazier
Dept.: C-65

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

1 This Stipulation of Settlement of Class and PAGA Action and Release of Claims is entered
2 into by and between Plaintiff JOSE GARCIA VALLE (hereinafter “Plaintiff”), an individual, on
3 behalf of the Settlement Class, and in his representative capacity on behalf of the State of California
4 and the Aggrieved Employees, and Defendant PACIFIC SHELLFISH, INC. (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class and PAGA action lawsuit designated *Valle v.*
8 *Pacific Shellfish, Inc.*, San Diego County Superior Court, Case No. 37-2021-
9 00021898-CU-OE-CTL, filed May 17, 2021.
- 10 B. “Aggrieved Employees” shall mean all current and former non-exempt employees
11 who worked at any time during the PAGA Period for Defendant in California.
- 12 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
13 Class and PAGA Action and Release of Claims.
- 14 D. “Class Counsel” shall mean Paul K. Haines, Esq. of The Haines Law Group, APC,
15 Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law
16 Group, APLC.
- 17 E. “Class Counsel Award” means the award of fees and expenses that the Court
18 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
19 and the Settlement Class in the Action, consisting of attorneys’ fees not to exceed
20 one-third of the Gross Settlement Amount currently estimated to be \$128,333.33 out
21 of \$385,000.00 plus costs of up to \$25,000.00. Attorneys’ fees will be divided
22 between Class Counsel as follows (46.66% to The Haines Law Group, APC, 26.66%
23 to JCL Law Firm, APC, and 26.66% to Zakay Law Group, APLC).
- 24 F. “Class Data” means information regarding Class Members that Defendant will in
25 good faith compile from its records and provide to the Settlement Administrator. It
26 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
27
28

Member's full name; last known address; Social Security Number; start dates and end dates of employment.

G. "Class Members" or the "Class" means all current and former non-exempt employees who worked at any time for Defendant in California during the Class Period.

H. "Class Period" means the period from May 17, 2017 to July 5, 2022.

I. "Class Representative Service Award" means the amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of claims including a Civil Code section 1542 waiver from the named Plaintiff.

J. "Class Representative" shall mean plaintiff JOSE GARCIA VALLE.

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

L. "Defendant" shall mean PACIFIC SHELLFISH, INC.

M. "Effective Date" means the earliest date, following entry by the Court of an order and judgment finally approving this settlement, upon which one of the following has occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; or (ii) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

N. "Funding Date" shall mean ten (10) calendar days after the Effective Date and is the date Defendant transfers the Gross Settlement Amount into the QSF in accord with the terms of this Agreement.

- 1 O. “Gross Settlement Amount” means Three Hundred Eighty-Five Thousand Dollars
2 and Zero Cents (\$385,000.00) that Defendant must pay into the QSF in connection
3 with this Settlement, inclusive of the sum of the Individual Settlement Payments, the
4 Class Representative Service Award, the Class Counsel Award, PAGA Payment, and
5 the Settlement Administration Expenses defined below and *exclusive* of the
6 employer’s share of payroll tax, if any, triggered by any payment under this
7 Settlement.
- 8 P. “Individual Settlement Payment” means the amount payable from the Net Settlement
9 Amount to each Settlement Class Member and excludes any amounts distributed to
10 Aggrieved Employees pursuant to PAGA.
- 11 Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
12 Counsel Award, Class Representative Service Award, PAGA Payment, and
13 Settlement Administration Expenses.
- 14 R. “Notice Packet” means the Class Notice to be provided to the Class Members by the
15 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
16 than formatting changes to facilitate printing by the Settlement Administrator).
- 17 S. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
18 Labor Code §§ 2698, *et seq.*
- 19 T. “PAGA Payment Ratio” means the respective pay periods worked during the PAGA
20 Period for each Aggrieved Employee divided by the sum total of the pay periods for
21 all Aggrieved Employees during the PAGA Period.
- 22 U. “PAGA Pay Periods”, for purposes of calculating the distribution of the Aggrieved
23 Employees payment, as defined herein, means the number of pay periods of
24 employment during the PAGA Period that each Aggrieved Employee worked in
25 California.
- 26 V. “PAGA Period” means from April 6, 2021 to July 5, 2022.

- 1 W. "PAGA Payment" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
2 from the Gross Settlement Amount.
- 3 X. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
4 Plaintiff or Defendant, individually.
- 5 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided by
6 the sum total Workweeks for all Class Members.
- 7 Z. "Plaintiff" shall mean JOSE GARCIA VALLE.
- 8 AA. "QSF" means the Qualified Settlement Fund established, designated, and maintained
9 by the Settlement Administrator to fund the Gross Settlement Amount.
- 10 BB. "Released Class Claims" means all class claims that were pled or could have been
11 pled in the operative complaint in *Valle v. Pacific Shellfish, Inc.*, San Diego Superior
12 Court, Case No. 37-2021-00021898-CU-OE-CTL, and which were plead or could
13 have been pled in the operative complaint based on the facts alleged or ascertained
14 during the pendency of the Action that arose during the Class Period, but expressly
15 excluding all other claims, including claims for vested benefits, wrongful termination,
16 unemployment insurance, disability, social security, workers' compensation, PAGA
17 claims outside the PAGA Period, and class claims outside the Class Period.
- 18 CC. "Released PAGA Claims" means all PAGA claims that were pled or could have been
19 pled in the operative complaint in the Action and Plaintiff's PAGA Notice to the
20 LWDA which occurred during the PAGA Period, and expressly excluding all other
21 claims, including claims for vested benefits, wrongful termination, unemployment
22 insurance, disability, social security, workers' compensation, and PAGA claims
23 outside the PAGA Period.
- 24 DD. "Released Parties" shall mean Defendant and all past, present and future agents,
25 employees, servants, officers, directors, partners, trustees, representatives,
26 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
27 corporations, divisions, joint venturers, assigns, predecessors, successor, service
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1 providers, insurers, consultants, subcontractors, joint employers, employee benefit
2 plans and fiduciaries therefor, affiliated organizations, and all persons acting under,
3 by, through or in concert with any of them, and each of them, including, but not
4 limited to, Judd J. Brown and Mary Anne Browne.

5 EE. “Response Deadline” means the date ninety (90) days after the Settlement
6 Administrator mails Notice Packets to Class Members and the last date on which
7 Class Members may submit requests for exclusion or objections to the Settlement.

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

9 GG. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
10 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
11 Administrator establishes, designates, and maintains, as a QSF under Internal
12 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
13 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
14 the claims of Settlement Class Members. The Settlement Administrator shall maintain
15 the funds until distribution in an account(s) segregated from the assets of Defendant
16 and any person related to Defendant. *All accrued interest shall be paid and*
17 *distributed to the Settlement Class Members as part of their respective Individual*
18 *Settlement Payment.*

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

22 II. “Workweeks”, for purposes of calculating the distribution of the Net Settlement
23 Amount, means the number of weeks of employment during the Class Period that
24 each Class Member was employed by Defendant in California.

25 **II. RECITALS**

26 A. On August 10, 2022, Plaintiff filed a Notice of Violations (“Notice”) with the Labor
27 and Workforce Development Agency (LWDA) and served the same on Defendant.

- 1 B. On May 17, 2021, Plaintiff filed the class action lawsuit for:
- 2 1. Failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198);
- 3 2. Minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197);
- 4 3. Meal period violations (Labor Code §§ 26.7, 512, 558);
- 5 4. Rest period violations (Labor Code §§ 226.7, 516, 558);
- 6 5. Wage statement violations (Labor Code § 226, *et seq.*); and
- 7 6. Unfair competition (Bus. & Prof. Code § 17200 *et seq.*
- 8 C. On December 9, 2022, Plaintiff filed a First Amended Complaint to add a cause of
- 9 action for civil penalties pursuant to PAGA.
- 10 D. The Class Representative believes he has claims based on alleged violations of the
- 11 California Labor Code, and the Industrial Wage Commission Orders, and that class
- 12 certification is appropriate because the prerequisites for class certification can be
- 13 satisfied in the Action, and this action is manageable as a PAGA representative
- 14 action.
- 15 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
- 16 alleged in the Action, disputes any wages, damages, and penalties claimed by the
- 17 Class Representative are owed, and further contends that, for any purpose other than
- 18 settlement, the Action is not appropriate for class or representative action treatment.
- 19 Defendant contends, among other things, that at all times it complied with the
- 20 California Labor Code and the Industrial Wage Commission Orders.
- 21 F. The Class Representative is represented by Class Counsel. Class Counsel conducted
- 22 an investigation into the facts relevant to the Action, including conducting an
- 23 independent investigation as to the allegations, reviewing documents and
- 24 information exchanged through informal discovery, and reviewing documents and
- 25 information provided by Defendant pursuant to informal requests for information to
- 26 prepare for mediation. Defendant produced for the purpose of settlement
- 27 negotiations certain employment data concerning the Settlement Class, which Class
- 28

1 Counsel reviewed and analyzed with the assistance of an expert. Furthermore, Class
2 Counsel propounded formal discovery, including sets of special interrogatories to
3 Defendant. Class Counsel engaged in a comprehensive review and analysis of
4 Defendant's discovery responses. Based on their own independent investigation
5 and evaluation, Class Counsel are of the opinion that the Settlement with Defendant
6 is fair, reasonable, and adequate, and is in the best interest of the Settlement Class in
7 light of all known facts and circumstances, including the risks of significant delay,
8 defenses asserted by Defendant, uncertainties regarding class certification, and
9 numerous potential appellate issues. Although it denies any liability, Defendant is
10 agreeing to this Settlement solely to avoid the inconveniences and cost of further
11 litigation. The Parties and their counsel have agreed to settle the claims on the terms
12 set forth in this Agreement.

13 G. On April 5, 2022, the Parties participated in mediation presided over by Steve
14 Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions.
15 The mediation concluded with a settlement, after both sides agreed to the Mediator's
16 proposal which was subsequently memorialized in the form of a Memorandum of
17 Understanding.

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

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

7 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
8 for any reason the Settlement does not become effective, Defendant reserves the right
9 to contest certification of any class for any reason and reserves all available defenses
10 to the claims in the Action.

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

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration and Settlement Payments by Defendant.

14 1. Settlement Consideration. In full and complete settlement of the Action, and
15 in exchange for the releases set forth below, Defendant and the Released
16 Parties will pay the sum of the Individual Settlement Payment, the Class
17 Representative Service Award, the Class Counsel Award, PAGA Payment,
18 and the Settlement Administration Expenses, as specified in this Agreement,
19 equal to the Gross Settlement Amount of Three Hundred Eighty-Five
20 Thousand Dollars and Zero Cents (\$385,000.00). The Parties agree that this is
21 a non-reversionary Settlement and that no portion of the Gross Settlement
22 Amount shall revert to Defendant. Other than the Defendant's share of
23 employer payroll taxes, or as otherwise specified in the Agreement, Defendant
24 shall not be required to pay more than the Gross Settlement Amount, except
25 as provided for hereinbelow.

26 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
27 Class was comprised of 273 individuals who collectively worked
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1 approximately 10,635 workweeks (“Projected Workweeks”) through March
2 18, 2022. If the total number of Settlement Class Members is greater than 300
3 and/or workweeks worked by the Settlement Class Members during the Class
4 Period is greater than 11,699, then the Gross Settlement Amount shall either
5 increase proportionally for each additional Settlement Class Member and/or
6 workweek worked by Settlement Class Members over those amounts or
7 Defendant shall have the option to change the end date of the Settlement
8 period so that the number of Settlement Class Members does not exceed 300
9 and the number of workweeks worked by Settlement Class Members during
10 the Class Period does not exceed 11,699 workweeks.

11 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
12 Settlement Amount to the Settlement Administrator on the Funding Date.

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

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

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

24 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
25 in this Agreement, Plaintiff waives, releases, acquits, and forever discharges the
26 Released Parties from any and all claims, whether known or unknown, which exist or
27 may exist on his behalf as of the date of this Agreement, including but not limited to
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1 any and all tort claims, contract claims, wage claims, wrongful termination claims,
2 disability claims, benefit claims, public policy claims, retaliation claims, statutory
3 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
4 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
5 under any federal, state or other governmental statute, law, regulation or ordinance,
6 including, but not limited to claims for violation of the Fair Labor Standards Act, the
7 California Labor Code, the Wage Orders of California's Industrial Welfare
8 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
9 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
10 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
11 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
12 California's Whistleblower Protection Act, California Business & Professions Code
13 Section 17200 et seq., and any and all claims arising under any federal, state or other
14 governmental statute, law, regulation or ordinance. Plaintiff also waives and
15 relinquishes any and all claims, rights or benefits that he may have under California
16 Civil Code § 1542, which provides as follows:

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

23 Thus, notwithstanding the provisions of section 1542, and to implement a full and
24 complete release and discharge of the Released Parties, Plaintiff expressly acknowledges
25 this Settlement Agreement is intended to include in its effect, without limitation, all
26 claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of
27 signing this Settlement Agreement, and that this Settlement Agreement contemplates the
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extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

E. Amended Pleading. To facilitate the settlement, and review by the Court, the Parties will stipulate to the filing of a First Amended Class Action Complaint in the matter of *Valle v. Pacific Shellfish, Inc.*, San Diego County Superior Court, Case No. 37-2021-00021898-CU-OE-CTL to incorporate the claims and factual allegations for violations of Private Attorneys General Act [Labor Code §§ 2698 et seq.] The First Amended Complaint shall be in the format reflected as **Exhibit B** hereto.

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

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

1 3. If an objector appears at the final approval hearing, the time for appeal of the
2 Final Judgment and Order Granting Final Approval of Class Action
3 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
4 any appeal from the Judgment and Order Granting Final Approval of Class
5 Action Settlement; and

6 4. Defendant fully funds the Gross Settlement Amount.

7 G. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
8 not preliminarily or finally approved by the Court, fails to become effective, or is
9 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
10 Defendant from obtaining a complete resolution of the Released Claims, or if
11 Defendant fails to fully fund the Gross Settlement Amount:

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

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

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

23 4. Defendant shall bear the sole responsibility for any cost to issue or reissue any
24 curative notice to the Settlement Class Members and all Settlement
25 Administration Costs incurred to the date of nullification.

26 H. Certification of the Settlement Class. The Parties stipulate to conditional class
27 certification of the Class for the Class Period for purposes of settlement only. In the
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1 event that this Settlement is not approved by the Court, fails to become effective, or is
2 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
3 Defendant from obtaining a complete resolution of the Released Claims, the
4 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
5 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
6 proceeding for any purpose or with respect to any issue, substantive or procedural.

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

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

1 or adviser to any other party to avoid any tax penalty that may be imposed on the
2 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
3 any limitation that protects the confidentiality of any such attorney's or adviser's tax
4 strategies (regardless of whether such limitation is legally binding) upon disclosure by
5 the acknowledging party of the tax treatment or tax structure of any transaction,
6 including any transaction contemplated by this Agreement.

7 K. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
8 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
9 which shall include this Settlement Agreement. Plaintiff will provide Defendant with
10 a draft of the Motion at least 3 business days prior to the filing of the Motion to give
11 Defendant an opportunity to propose changes or additions to the Motion.

12 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
13 establishing and administering the QSF; calculating, processing and mailing payments
14 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
15 mailing the Notice Packets to the Class Members as directed by the Court; receiving
16 and reporting the objections and requests for exclusion; calculating, deducting and
17 remitting all legally required taxes from Individual Settlement Payments and
18 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
19 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
20 Settlement; processing and mailing tax payments to the appropriate state and federal
21 taxing authorities; providing declaration(s) as necessary in support of preliminary
22 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
23 or the Court orders the Settlement Administrator to perform. The Settlement
24 Administrator shall keep the Parties timely apprised of the performance of all
25 Settlement Administrator responsibilities by among other things, sending a weekly
26 status report to the Parties' counsel stating the date of the mailing, the of number of
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Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

M. Notice Procedure.

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

2. Notice Packets.

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

1 shall use the Class Data to determine Class Members' Workweeks and
2 PAGA Workweeks. The Notice Packet will also advise the Aggrieved
3 Employees that they will release the Released PAGA Claims and will
4 receive their share of the PAGA Settlement regardless of whether they
5 request to be excluded from the Settlement.

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

12 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
13 the Settlement Administrator will perform a search based on the National
14 Change of Address Database to update and correct any known or identifiable
15 address changes. No later than fourteen (14) calendar days after receiving the
16 Class Data from Defendant, the Settlement Administrator shall mail and email
17 copies of the Notice Packet to all Class Members via regular First-Class U.S.
18 Mail and electronic mail. The Settlement Administrator shall exercise its best
19 judgment to determine the current mailing address for each Class Member.
20 The address identified by the Settlement Administrator as the current mailing
21 address shall be presumed to be the best mailing address for each Class
22 Member.

23 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
24 Administrator as non-delivered on or before the Response Deadline shall be
25 re-mailed to any forwarding address provided. If no forwarding address is
26 provided, the Settlement Administrator shall promptly attempt to determine a
27 correct address by lawful use of skip-tracing, or other search using the name,
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1 address and/or Social Security number of the Class Member involved, and
2 shall then perform a re-mailing, if another mailing address is identified by the
3 Settlement Administrator. In addition, if any Notice Packets, which are
4 addressed to Class Members who are currently employed by Defendant, are
5 returned to the Settlement Administrator as non-delivered and no forwarding
6 address is provided, the Settlement Administrator shall notify Defendant.
7 Defendant will request that the currently employed Class Member provide a
8 corrected address, and transmit to the Administrator any corrected address
9 provided by the Class Member. Class Members who received a re-mailed
10 Notice Packet shall have their Response Deadline extended fifteen (15) days
11 from the original Response Deadline.

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

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

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

1 seek to solicit or otherwise encourage members of the Class to submit
2 Requests for Exclusion from the Settlement.

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

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

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

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

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 10% wages (“Wage
3 Portion”) and 90% interest and penalties (“Non-Wage Portion”). The Wage
4 Portion of the Individual Settlement Payments shall be reported on IRS Form
5 W-2 and the Non-wage Portion of the Individual Settlement Payments shall
6 be reported on IRS Form 1099 issued by the Settlement Agreement.
- 7 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
8 Employee Settlement Payments shall be allocated and treated as 100%
9 penalties and shall be reported on IRS Form 1099.
- 10 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
11 individual shares of the PAGA Settlement made to Settlement Class Members
12 and/or Aggrieved Employees under this Settlement Agreement, as well as any
13 other payments made pursuant to this Settlement Agreement, will not be
14 utilized to calculate any additional benefits under any benefit plans to which
15 any Class Members may be eligible, including, but not limited to profit-
16 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
17 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
18 Parties’ intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Class Members may be entitled under
20 any benefit plans.
- 21 6. All monies received by Settlement Class Members under the Settlement which
22 are attributable to wages shall constitute income to such Settlement Class
23 Members solely in the year in which such monies actually are received by the
24 Settlement Class Members. It is the intent of the Parties that Individual
25 Settlement Payments and individual shares of the PAGA Settlement provided
26 for in this Settlement agreement are the sole payments to be made by Defendant
27 to Settlement Class Members and/or Aggrieved Employees in connection with
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1 this Settlement Agreement, with the exception of Plaintiff, and that the
2 Settlement Class Members and/or Aggrieved Employees are not entitled to any
3 new or additional compensation or benefits as a result of having received the
4 Individual Settlement Payments and/or their shares of the PAGA Settlement.

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

9 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
10 Employees shall remain valid and negotiable for one hundred and eighty (180)
11 days from the date of their issuance. If a Settlement Class Member and/or
12 Aggrieved Employee does not cash his or her settlement check within 90 days,
13 the Settlement Administrator will send a letter to such persons, advising that
14 the check will expire after the 180th day, and invite that Settlement Class
15 Member and/or Aggrieved Employee to request reissuance in the event the
16 check was destroyed, lost or misplaced. In the event any Settlement Class
17 Member and/or Aggrieved Employee's settlement check has not been cashed
18 within one hundred and eighty (180) days, all funds represented by any such
19 uncashed checks, plus any interest accrued thereon, shall be transmitted to the
20 Controller of the State of California to be held pursuant to the Unclaimed
21 Property Law, California Civil Code §§ 1500 *et seq.*, in the names and
22 corresponding amounts associated with each Class Member and/or Aggrieved
23 Employee whose check(s) are cancelled.

24 9. Class Representative Service Award. In addition to the Individual Settlement
25 Payment and his individual share of the PAGA Settlement to be paid to
26 Plaintiff, Plaintiff will apply to the Court for an award of not more than
27 \$10,000.00, as the Service Award. Defendant does not presently intend to
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1 oppose a Service Award of not more than \$10,000.00 for Plaintiff. The
2 Settlement Administrator shall pay the Service Award, either in the amount
3 stated herein if approved by the Court or some other amount as approved by
4 the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen
5 (15) calendar days after the Funding Date. Any portion of the requested
6 Service Award that is not awarded to the Class Representative shall be part of
7 the Net Settlement Amount and shall be distributed to Settlement Class
8 Members as provided in this Agreement. The Settlement Administrator shall
9 issue an IRS Form 1099 — MISC to Plaintiff for his Service Award. Plaintiff
10 shall be solely and legally responsible to pay any and all applicable taxes on
11 his Service Award and shall hold harmless the Released Parties from any
12 claim or liability for taxes, penalties, or interest arising as a result of the
13 Service Award. The Service Award shall be in addition to Plaintiff's
14 Individual Settlement Payment as a Settlement Class Member. Approval of
15 this Settlement shall not be conditioned on Court approval of the requested
16 amount of the Service Award. If the Court reduces or does not approve the
17 requested Service Award, Plaintiff shall not have the right to revoke the
18 Settlement, and it will remain binding.

- 19 10. Attorneys' Fees. Defendant understands a motion by Class Counsel for
20 attorneys' fees not to exceed one-third of the Gross Settlement Amount
21 currently estimated to be \$128,333.33 plus costs and expenses supported by
22 declaration not to exceed Twenty-Five Thousand Dollars and Zero Cents
23 (\$25,000.00), from the Gross Settlement Amount will be filed. Any portion
24 of the requested Attorneys' Fees that is not awarded to Class Counsel shall be
25 part of the Net Settlement Amount and shall be distributed to Settlement Class
26 Members as provided in this Agreement. The Settlement Administrator shall
27 allocate and pay the Attorneys' Fees approved by the Court to Class Counsel
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1 from the Gross Settlement Amount no later than fifteen (15) calendar days
2 after the Funding Date. Class Counsel shall be solely and legally responsible
3 to pay all applicable taxes on the payment made pursuant to this paragraph.
4 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
5 Counsel for the payments made pursuant to this paragraph. In the event that
6 the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff
7 and Class Counsel shall not have the right to revoke the Settlement, or to
8 appeal such order, and the Settlement will remain binding.

9 11. PAGA Payment. Twenty Thousand Dollars (\$20,000) shall be allocated from
10 the Gross Settlement Amount for settlement of claims for civil penalties under
11 the Private Attorneys General Act of 2004 ("PAGA Settlement"). The
12 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
13 Settlement (\$15,00) to the California Labor and Workforce Development
14 Agency no later than twenty-five (25) calendar days after the Funding Date
15 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
16 Settlement (\$5,000) will be distributed to the Aggrieved Employees as
17 described in this Agreement (hereinafter "Aggrieved Employee Payment").
18 For purposes of distributing the PAGA Settlement to the Aggrieved
19 Employees, each Aggrieved Employee shall receive their pro-rata share of the
20 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
21 above.

22 12. Claims Administration Expenses. The Settlement Administrator shall be paid
23 for the costs of administration of the Settlement from the Gross Settlement
24 Amount ("Settlement Administration Expenses"). The estimate of the
25 Settlement Administration Expenses is \$9,000.00. The Settlement
26 Administrator shall be paid the Settlement Administration Expenses no later
27 than fifteen (15) calendar days after the Funding Date.

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

10 1. Declaration by Settlement Administrator. No later than seven (7) days after
11 the Response Deadline, the Settlement Administrator shall submit a
12 declaration in support of Plaintiff's motion for final approval of this
13 Settlement detailing the number of Notice Packets mailed and re-mailed to
14 Class Members, the number of undeliverable Notice Packets, the number of
15 timely requests for exclusion, the number of objections received, the amount
16 of the average Individual Settlement Payment and highest Individual
17 Settlement Payment, the Claims Administration Expenses, and any other
18 information as the Parties mutually agree or the Court orders the Settlement
19 Administrator to provide.

20 2. Final Approval Order and Judgment. Class Counsel shall present an Order
21 Granting Final Approval of Class Action Settlement to the Court for its
22 approval, and Judgment thereon, at the time Class Counsel files the Motion
23 for Final Approval.

24 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
25 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
26 Final Approval, including the Order Granting Final Approval of Class Action
27 Settlement, and Judgment before filing with the Court. The Parties and their counsel
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1 will cooperate with each other and use their best efforts to affect the Court's approval
2 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
3 Judgment.

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

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

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

11 R. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
12 Agreement among these Parties, and no oral or written representations, warranties or
13 inducements have been made to any Party concerning this Agreement or its Exhibits
14 other than the representations, warranties, and covenants contained and memorialized
15 in this Agreement and its Exhibits.

16 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate
18 this Agreement and to take all appropriate action required or permitted to be taken by
19 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
20 documents required to effectuate the terms of this Agreement. The persons signing
21 this Agreement on behalf of Defendant represents and warrants that he/she is
22 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
23 warrants that he is authorized to sign this Agreement and that he has not assigned any
24 claim, or part of a claim, covered by this Settlement to a third-party.

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

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

10 V. California Law Governs. All terms of this Agreement and the Exhibits and any
11 disputes shall be governed by and interpreted according to the laws of the State of
12 California.

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

17 X. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
18 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
19 Settlement after extensive arm's-length negotiations, taking into account all relevant
20 factors, present and potential.

21 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
22 respect to the interpretation, implementation, and enforcement of the terms of this
23 Agreement and all orders and judgments entered in connection therewith, and the
24 Parties and their counsel submit to the jurisdiction of the Court for purposes of
25 interpreting, implementing, and enforcing the Settlement and all orders and judgments
26 entered in connection with this Agreement.

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

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

14 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
15 certification for purposes of this Settlement only.

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

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

DATED: Jan 17, 2023

Jose Garcia Valle
Jose Garcia Valle (Jan 17, 2023 11:13 CST)

JOSE GARCIA VALLE

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

DATED: _____

PACIFIC SHELLFISH, INC.

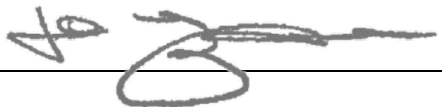
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Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: January 17, 2023

JCL LAW FIRM, A.P.C.

By:  _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: January 17, 2023

ZAKAY LAW GROUP, APLC

By:  _____

Attorneys for Plaintiff and the Settlement Class
Members

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

DATED: _____

JOSE GARCIA VALLE

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

DATED: Jan 19, 2023

Judd J Brown
Judd J Brown (Jan 19, 2023 08:51 PST)
PACIFIC SHELLFISH, INC.

Judd J Brown
Printed Name
President
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.
By: _____
Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

ZAKAY LAW GROUP, APLC
By: _____
Attorneys for Plaintiff and the Settlement Class
Members

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DATED: January 17, 2023

HAINES LAW GROUP, APC

By:



Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

RAINES FELDMAN, LLP

By: _____

Beth A. Schroder, Esq.

Freda Tjoarman, Esq.

Attorneys for Defendant

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DATED: _____

HAINES LAW GROUP, APC

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: January 19, 2023

RAINES FELDMAN, LLP

By:  _____

Beth A. Schroder, Esq.

Freda Tjoarman, Esq.

Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Jose Garcia Valle v. Pacific Shellfish, Inc.; Case No. 37-2021-00021898-CU-OE-CTL

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Pacific Shellfish, Inc. (“Pacific Shellfish” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Pacific Shellfish employee Jose Garcia Valle (“Plaintiff”) and seeks payment of unpaid overtime, unpaid minimum wages, failure to provide meal and rest breaks, failure to maintain records, failure to provide accurate wage statements and failure to pay all wages owed when due and upon termination for a class of current and former non-exempt hourly employees who worked for Pacific Shellfish in California during the Class Period (May 17, 2017 to May 26, 2023) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly nonexempt employees who worked for Pacific Shellfish in California during the PAGA Period (April 6, 2021 to May 26, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Pacific Shellfish to fund Individual Class Payments, and (2) a PAGA Settlement requiring Pacific Shellfish to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Pacific Shellfish’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$__ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Pacific Shellfish’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Pacific Shellfish’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Pacific Shellfish to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Pacific Shellfish.

If you worked for Pacific Shellfish in California during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Pacific Shellfish.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Pacific Shellfish, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Pacific Shellfish will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Pacific Shellfish that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Pacific Shellfish must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Pacific Shell Fish’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Pacific Shellfish employee. The Action accuses Pacific Shellfish of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during employment and upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Jean Claude Lapuyade of JCL Law Firm, APC and Shani Zakay of Zakay Law Group, APLC
 (“Class Counsel.”)

Pacific Shellfish strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Pacific Shellfish or Plaintiff is correct on the merits. In the meantime, Plaintiff and Pacific Shellfish hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Pacific Shellfish have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Pacific Shellfish does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Pacific Shellfish has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Pacific Shellfish will pay \$385,000 as the Gross Settlement Amount (Gross Settlement). Pacific Shellfish has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Pacific Shellfish will fund the Gross Settlement within ten (10) days of the final approval order by the Court. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ \$128,333.33 (33.33% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. Up to \$9,000.00 to the Administrator for services administering the Settlement.

D. Up to \$20,000.00 for PAGA Penalties, allocated 75% or \$15,000.00 to the LWDA PAGA Payment and 25% or \$5,000 in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Pacific Shellfish are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Pacific Shellfish will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Pacific Shellfish have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, the Settlement Administrator will void the check and send the funds to the California State Controller Unclaimed Property in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ninety calendar days after the Administrator mails the Class Notice to the Class Members and Aggrieved Employees, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the ____ **Response Deadline**. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Pacific Shellfish.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Pacific Shellfish based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Pacific Shellfish have agreed that, in either case, the Settlement will be void: Pacific Shellfish will not pay any money and Class Members will not release any claims against Pacific Shellfish.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Pacific Shellfish has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Pacific Shellfish or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all class claims that were pled or could have been pled in the operative complaint in *Valle v. Pacific Shellfish, Inc.* San Diego Superior Court, Case No. 37-2021-00021898-CU-OE-CTL, and which were pled or could have been pled in the operative complaint based on the facts alleged or ascertained during the pendency of the Action that arise during the Class Period, but expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, Workers’ compensation, PAGA claims outside the PAGA Period, and class claims outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Pacific Shellfish has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Pacific Shellfish, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Pacific Shellfish or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all PAGA claims that were pled or could have been pled in the operative complaint in the Action and Plaintiff's PAGA Notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Pacific Shell Fish's records, are stated in the first page of this Notice. You have 90 days after the Administrator mails the Class Notice to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Pacific Shellfish's calculation of Workweeks and/or Pay Periods based on Pacific Shellfish's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Pacific Shellfish's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jose Garcia Valle v. Pacific Shellfish, Inc.*; Case No. 37-2021-00021898-CU-OE-CTL, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by no later than 90 days after the Administrator mails the Class Notice, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Pacific Shellfish are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.ilymgroupclassaction.com or the Court's website <https://www.sdcourt.ca.gov>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is no later than 90 days after the Administrator's mailing of the Class Notice.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Jose Garcia Valle v. Pacific Shellfish, Inc.*; Case No. 37-2021-00021898-CU-OE-CTL, and include your name, current address, telephone number, and approximate dates of employment for Pacific Shellfish and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object

at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department [65] of the San Diego Superior Court, located at 1100 Union Street 20th Floor San Diego, 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.ilymgrouppclassaction.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Pacific Shellfish and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM's website at www.ilymgrouppclassaction.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.sdcourt.ca.gov>) and entering the Case Number for the Action, Case No. 37-2021-00021898-CU-OE-CTL.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Monnett De La Torre (State Bar #272884)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com

Settlement Administrator:

ILYM Group, Inc.
14751 Plaza Dr. Ste J
Tustin, CA 92780
T: 888.250.6810
F: 888.845.6185
www.ilymgrouppclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void and sent to the Controller's Unclaimed Property, you will need to consult the rules of the Fund for instructions on how to retrieve your money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

EXHIBIT 3

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);