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ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff TEVIN BRANDT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

TEVIN BRANDT, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

MOTOR CITY SALES & SERVICE, a
California corporation; MCLB, INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. BCV-22-102078

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

Date: September 6, 2023

Time: 8:30 a.m.

Location: Metropolitan Division Justice Building
1215 Truxtun Ave
Bakersfield, CA 93301

Judge: Hon. Bernard C. Barmann, Jr.
Dept.: H

1 I, SHANI O. ZAKAY, 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 the managing partner of the law
4 firm of Zakay Law Group, APLC ("Class Counsel"), co-counsel of record for Plaintiff Tevin Brandt
5 "Plaintiff") in this wage and hour class action filed against defendants Motor City Sales & Service,
6 and MCLB, Inc. ("Defendants").

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

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

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

16 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
17 administration submitted by Apex Class Action LLC, in the amount of \$6,990.00.

18 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the Zakay Law Group,
19 APLC's "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been
20 appointed Class Counsel.

21 7. 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 Settlement Class. The relief offered by the Settlement
24 is 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 285 Settlement Class
28

Members, *the average gross recovery is approximately \$1,150.88* (Net Settlement Amount divided by Class Members).

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

9. Defendant owns, operates, and/or manages car dealerships in California, including Kern County, where Plaintiff worked. This action asserts claims on behalf of all of Defendants' current and former non-exempt employees, employed in California at any time during the Class Period. Plaintiff worked for Defendant as a non-exempt employee in California from April of 2021 to November of 2021. At all times during his employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout his employment, Plaintiff was subject to Defendant's written policies and procedures.

10. Generally, Plaintiff's complaint alleged that Defendants failed to provide compliant meal and rest periods, failed to allow employees to take duty-free meal and rest periods, failed to pay all minimum, regular and overtime wages, failed to correctly calculate the regular rate of pay, failed to pay for all hours worked, failed to maintain true and accurate records; failed to reimburse employees for required business expenditures, failed to provide accurate itemized wage statements, and failed to timely pay wages due during, and upon termination of employment. Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, asserting that it maintained compliant reimbursement policies, maintained facially compliant meal and rest period policies, issued compliant wage statements, and timely paid all wages when due.

11. On June 7, 2022, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California

1 Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of his intent to
2 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections
3 2698 *et seq.* (“PAGA”).

4 12. On August 11, 2022, Plaintiff filed a class action complaint in the Kern County Superior
5 Court, Case Number BCV-22-102078 (“Action”). The Action alleged one cause of action against
6 Defendant for: (1) Violations of the Private Attorney General Act at Labor Code §§ 2698 *et seq.* On
7 June 22, 2023, Plaintiff filed a First Amended Complaint to add eight causes of action for: (1) Unfair
8 Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*; (2) Failure to Pay Minimum Wages
9 in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation
10 of Cal. Lab. Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab.
11 Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest
12 Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure
13 to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide
14 Wages When Due in Violation of Cal. Lab. §§ 201, 202, and 203; and (8) Failure to Reimburse
15 Employees for Required Expenses in Violation of California Labor Code §2802.

16 13. The Parties agreed to private mediation. Prior to mediation, the Parties agreed to
17 informally exchange documents and information in connection with the Action. As part of this process,
18 Defendants provided time and pay records for 48 employees, approximately 17% of the total Class.
19 Plaintiff’s statistician found this to be sufficient to develop a meaningful damages model. Additionally,
20 the 17% sample is statistically reliable, resulting in a confidence level of 85% with a margin of error of
21 9%. In addition to the time and payroll records, Defendants produced their Employee Handbook and
22 various handbook addendums, as well as other relevant policies and agreements.

23 14. On April 27, 2023, the Parties participated in an all-day mediation presided over by
24 Steven Rottman, Esq., a mediator of wage and hour class actions. After arms-length negotiations and
25 bargaining, the Parties reached a settlement of \$675,000, with the understanding that this settlement
26 would also include not only a release of the PAGA claims alleged, but also a release of class claims for
27 the same Labor Code violations, and within the same time period. The Parties thereafter executed a
28 binding Memorandum of Understanding, and subsequently documented the agreement in the form of a

1 Settlement Agreement, which was signed by the Parties and is now presented to this Court for
2 preliminary approval.

3 15. Following the Parties' successful mediation, Plaintiff filed a First Amended Complaint,
4 which added class claims based on the same violations of the Labor Code as detailed in Plaintiff's
5 original PAGA complaint. Plaintiff seeks to represent a putative class of all current and former non-
6 exempt employees of Defendants employed in California at any time during the period between June
7 7, 2021 and April 27, 2023 (the "Class Period"). The Action seeks unpaid wages, statutory and PAGA
8 penalties, attorneys' fees, and litigation costs .

9 16. Class Counsel has conducted a thorough investigation into the facts of the action. Class
10 Counsel has diligently evaluated the Class Members' claims against Defendants. Prior to the mediation,
11 counsel for Defendants provided Class Counsel with access to the necessary data and information as
12 noted above to evaluate the claims by the Class. Class Counsel reviewed the production of documents
13 from the Defendants and conducted an extensive review of a significant sample of time records and
14 data with the assistance of an expert, Berger Consulting Group ("BCG"). Based on the foregoing and
15 their own independent investigation, evaluation and experience, Class Counsel believe that the
16 Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
17 facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and
18 potential appellate issues.

19 17. Prior to mediation, Class Counsel retained BCG to develop economic damage models
20 measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation.
21 The various models were informed by Class Counsel's investigation, including the analysis of a
22 significant sample of time and payroll data. Class Counsel projected Defendants' liability exposure for
23 class claims (excluding PAGA Penalties) at \$2,565,483 if successful at trial. Thus, the Gross Settlement
24 Amount of \$675,000.00 represents over 26% of Defendants' *class-wide* liability exposure as estimated
25 by Class Counsel at the time of mediation.

26 18. Plaintiff alleges that Defendants failed to provide compliant meal periods. Specifically,
27 Plaintiff alleges that due to the nature of the work, attending to customers was the priority, thus Plaintiff
28 and Class Members were often unable to take compliant meal breaks. Consequently, Plaintiff alleges

1 that Defendants owe meal period premiums for meal period violations that occurred during the Class
2 Period. Plaintiff also argued that while Defendants paid some meal break premiums, it failed to pay
3 premiums in all cases in which a compliant meal break was not offered.

4 19. Conversely, Defendants argued, among other things, that they provided all of their
5 employees with the opportunity to take compliant meal periods. Defendants also argued that they
6 maintained facially compliant meal period policies. Further, Defendants argued that they had a valid
7 voluntary meal period waiver system in place in instances in which employees worked more than five
8 but less than six hours in a shift. Thus, Defendants argued that the potential liability for Plaintiff's
9 alleged meal period violations and any claimed violations required a highly individualized inquiry not
10 suitable to class treatment.

11 20. Plaintiff estimated Defendants' exposure for the meal break claim at \$535,442 in unpaid
12 meal break premiums.

13 21. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
14 Specifically, Plaintiff alleged Plaintiff and Class Members were prohibited from taking duty-free rest
15 periods. Defendants denied liability and asserted that they maintained legally compliant rest period
16 policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the evidentiary
17 burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost entirely,
18 on Class Member testimony, making it a riskier claim at class certification and liability stages.

19 22. Plaintiff estimated Defendants' exposure for the rest break claim at \$535,442.

20 23. Plaintiff alleges that Defendants' wage statements were facially non-compliant with Cal.
21 Lab. Code § 226(a) because Plaintiff believes that his legal employer was MCLB, Inc. *dba* Motor City
22 Lexus of Bakersfield, however his wage statement listed his employer as Motor City Buick | GMC.
23 Plaintiff estimated Defendants' exposure for this claim at \$805,850.

24 24. Plaintiff alleges that Defendants unlawfully required Class Members to purchase
25 uniforms and would only reimburse Class Members if the uniforms were returned in "good condition".
26 Plaintiff alleges that Defendants further deducted the cost of any unreturned uniforms, or uniforms
27 returned that were "not in good condition", from the Class Members' final paychecks.

28 ///

1 25. Defendants argued that most of its employees were fully reimbursed for their uniforms,
2 thus to the extent any liability exists, it would be limited.

3 26. Plaintiff estimated Defendants' exposure for the claim brought under Labor Code 2802
4 at \$92,740.

5 27. Plaintiff alleges Defendants required Plaintiff and Class Members to perform work
6 related trainings and other work-related tasks "off-the-clock". Specifically, Plaintiff alleges that he and
7 Class Members were required to complete OSHA trainings and perform work-related tasks off-the-
8 clock, and were not compensated for their time.

9 28. Defendants denied liability for this claim. Defendants argued, among other things, that
10 all Class Members were properly paid minimum and overtime compensation for all hours worked and
11 that Class Members were instructed not to work off-the-clock. Defendants further argued that Class
12 Members were responsible for tracking their own time. Lastly, Defendants argued that the potential
13 liability for this claim required a highly individualized inquiry that would depend in part on the personal
14 habits of each Class Members and was not suitable to class treatment.

15 29. Plaintiff estimated Defendants' exposure for this claim at \$249,516.

16 30. Plaintiff alleges Defendants failed to include certain non-discretionary bonuses when
17 calculating the regular rate of pay in paying overtime wages and sick pay. Plaintiff's expert was unable
18 to calculate the underpayment for meal period premiums as he found no examples within the sampling
19 produced. Defendants paid Class Members non-discretionary incentive compensation in the form of
20 various bonus payments. This performance-based bonus compensation was required to be calculated
21 into the regular rate of pay for purposes of overtime, meal period premiums and sick pay. In reviewing
22 the paystubs, it is clear that the bonus compensation was not calculated into the regular rate of pay.
23 Plaintiff estimates Defendants' exposure for the underpayment of overtime and sick pay caused by
24 Defendants' failure to properly take into account non-discretionary bonuses when calculating
25 employees' regular rate of pay for overtime and sick pay to be \$47,609.

26 31. Plaintiff alleges that Defendants' alleged violations detailed above resulted in derivative
27 violations pursuant to Labor Code section 203. Class Counsel considered these penalties and weighed
28 the potential recoveries against probable defenses. Specifically, Defendants could argue that Plaintiff

1 could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code section
2 203. Defendants could also argue that that meal and rest period violations do not entitle employees like
3 Plaintiff and the Class Members to pursue the derivative waiting time penalties. (Naranjo v. Spectrum
4 Security Services, Inc. (2023) 88 Cal.App.5th 927). Plaintiff could not give the penalty claims great
5 weight given that they depended on proving the underlying claims, which had their own risks. Plaintiff
6 estimated Defendants’ exposure for this claim at \$298,884.

7 32. In total, Class Counsel projected Defendants’ liability exposure for PAGA claims at
8 \$3,303,500 if successful at trial.

9 33. The Parties negotiated a good faith payment for PAGA Penalties in the amount of \$75,000
10 which is 11.1% of the Gross Settlement Amount. This amount falls well within the range of approved
11 PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties (\$56,250.00) will be paid to the
12 LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) of the PAGA Penalties
13 (\$18,750.00) will be distributed to the Aggrieved Employees, which is within the range of PAGA
14 Penalties approved by courts and should be approved.

15 34. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
16 for each pay period the employee worked. Again, Defendants raised several defenses that presented
17 serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to those
18 arguments discussed supra, Defendants also argued that the Court of Appeals decision in Cacho v.
19 Eurostar, Inc. (2019) 43 Cal.App.5th 885, weakened Plaintiff’s claims, on liability, value, and
20 manageability as to the rest period claims.

21 35. The uncertainty of obtaining certification through a contested motion is a significant risk
22 factor favoring settlement.

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

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

3 37. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$675,000.00 that
4 is over 26% of Defendants' class-wide liability exposure as estimated by Class Counsel at the time of
5 mediation. Given the amount of the settlement here, as compared to potential value of the claims, offset
6 by the various inherent risks to continued litigation, the settlement is fair and reasonable.

7 38. The relief provided in the Settlement will benefit all Class Members who do not opt out.
8 The Settlement does not improperly grant preferential treatment to Plaintiff or segments of the Class in
9 any way. Each Class Member will be entitled to a cash payment based on the plan of allocation
10 described herein. Each Participating Class Member's Individual Settlement Payment will be determined
11 based upon the weeks worked by that employee during the prescribed Class Period.

12 39. Plaintiff will apply to the Court for a Class Representative Service Award in consideration
13 of his service, and for the risks undertaken on behalf of the Class. Plaintiff performed his duties
14 admirably by working with Class Counsel. The requested Plaintiff's Service Awards of \$10,000 is
15 within the accepted range of awards for purposes of preliminary approval. Plaintiff has not negotiated
16 individual settlement payments with Defendants.

17 40. The stage of the proceedings at which this Settlement was reached also militates in favor
18 of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted
19 a thorough investigation into the facts of the class action. Prior to the mediation, Class Counsel
20 performed a significant review and analysis of Defendants' documents, time records and pay records.
21 Class Counsel engaged in a thorough research and analysis of the relevant claims and data.

22 41. Class Counsel are also experienced with the claims at issue here, as Class Counsel
23 previously litigated and settled similar claims in numerous other actions. Accordingly, the Settlement
24 did not occur until Class Counsel possessed sufficient information to make an informed judgment
25 regarding the likelihood of success on the merits and results that could be obtained through further
26 litigation.

27 42. Here, the approximately 285 current and former employees that comprise the Class are
28 sufficiently numerous for class certification. (See Bowles v. Superior Court, 44 Cal.2d 574 (1955) (class

1 with 10 members sufficiently numerous); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981)
2 (class of 48 members satisfies numerosity requirement)). All of these employees are ascertainable
3 because the Class Members can readily be determined through examination of Defendants' employment
4 files.

5 43. Here, Plaintiff contends that common questions of law and fact are present. Specifically:
6 (i) whether Defendants failed to pay Class Members for all hours worked; (ii) whether Defendants failed
7 to provide meal and rest periods to Class Members; (iii) whether Defendants failed to correctly calculate
8 the regular rate of pay for purposes of overtime, sick pay and meal period premiums, (iv) whether
9 Defendants failed to issue wage statements that complied with Labor Code 226(a); and (v) whether
10 Defendants are liable for attorneys' fees and costs.

11 44. In the instant case, Plaintiff contends that the typicality requirement is fully satisfied.
12 Plaintiff, like every other member of the Class, was employed by Defendants and is a member of the
13 Class. Plaintiff was subject to the same practices affecting all other Class Members concerning non-
14 compliant meal and rest periods and Defendants' failure to pay meal or rest period premiums, unpaid
15 wages as a result of off-the-clock work, unreimbursed business expenses, regular rate of pay
16 calculations, and received similar wage statements. Plaintiff's claims and the Class Members' claims
17 arise from the same course of conduct by Defendants, involve the same policies, are based on the same
18 legal theories, and are subject to the same defenses. Plaintiff did not separately negotiate an individual
19 settlements with Defendants.

20 45. Plaintiff effectively communicated with Class Counsel, provided documents, and
21 participated in the investigation and negotiations in the Action. Second, Plaintiff retained competent
22 counsel who are experienced in employment class actions. Third, there is no antagonism between the
23 interests of Plaintiff and those of the Class. Both Plaintiff and the Class Members seek monetary relief
24 under the same set of facts and legal theories.

25 46. The Parties have agreed upon procedures by which the Class Members will be provided
26 with written notice of the Settlement similar to that approved and utilized in hundreds of class action
27 settlements. The Notice Packet, drafted jointly and agreed upon by the Parties through their respective
28 counsel and to be approved by the Court, includes all relevant information. The Notice Packet will state

1 that the Class Members shall have forty-five (45) days from the date that the Notice Packet is mailed to
2 them to request exclusion or to submit an objection. The Class Members will be given an opportunity
3 to object to the terms of the Agreement and/or the request for attorneys' fees and costs and to participate
4 at the final approval hearing, in accordance with the instructions set forth in the Notice Packet. Class
5 Members will be instructed to only contact the Settlement Administrator and/or Class Counsel and not
6 the Court. Class Members who do not opt out will automatically receive an Individual Settlement
7 Payment. This notice program was designed to meaningfully reach the Class Members and advises them
8 of all pertinent information concerning the Settlement. The mailing and distribution of the Notice Packet
9 satisfies the requirements of due process, is the best notice practicable under the circumstances, and
10 constitutes due and sufficient notice to all persons entitled thereto. The Notice Packet provides
11 information on the terms and provisions of the Settlement; the benefits that the Settlement provides for
12 Class Members; the date, time, and place of the final settlement approval hearing; and the procedure
13 and deadline for submitting comments, objections, and requests for exclusion. The Notice Packet
14 complies with Rules of Court 3.766 and 3.769(f).

15 47. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing
16 the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class
17 Counsel on the status of his case and the strategies for prosecuting the claims, responding to Defendant's
18 written discovery, reviewing the proposed Settlement to ensure that its terms are fair and provide
19 adequate relief for the Settlement Class, and agreeing to provide Defendant a general release of all
20 claims arising out of his employment.

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

25 49. Class Counsel took this matter on a contingency fee basis and invested significant time
26 and expense successfully prosecuting Plaintiff's claims. Considering the positive outcome for the Class
27 Members, and in light of the supporting authority, the proposed award of Class Counsel Award is fair
28 and reasonable.

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

4 **Class Counsel's Experience and Qualifications**

5 51. I have represented thousands of employees in a variety of legal matters, including PAGA
6 lawsuits, class actions and complex litigation cases. Zakay Law Group APC's practice is devoted almost
7 entirely to the prosecution of wage and hour class action and PAGA action matters. I have successfully
8 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
9 involving complex issues of law and fact. A true and correct copy of the resume of Zakay Law Group,
10 APC is attached hereto as Exhibit #3.

11 52. My credentials are reflected in the Zakay Law Group, APC firm resume, a true and
12 correct copy of which is attached hereto as Exhibit #4. Some of the major cases my firm has undertaken
13 are also set forth in Exhibit #4. I have had extensive representative and class litigation experience, much
14 of it in the area of representative PAGA actions, employment class actions, unfair business practices
15 and other complex litigation. I have litigated similar wage and hour class action cases against other
16 employers on behalf of employees. It is this level of experience which enabled the firm to undertake
17 the instant matter and to successfully combat the resources of the defendant and its capable and
18 experienced counsel. On account of the concerted and dedicated effort this case required in order to
19 properly handle and prosecute, I was precluded from taking other cases, and in fact, had to turn away
20 other potential fee generating cases.

21 53. My hourly rate for this case is \$575 per hour. My rate is in line with the prevailing rates
22 of attorneys in the local legal community for similar work and, if this were a commercial matter, these
23 are the charges that would be made and presented to the client. These hourly rates have been approved
24 by Court's throughout California, including the Courts in the Superior Court of California. Finally, the
25 reasonableness of my hourly rates is further confirmed by comparing this rate with the rates of
26 comparable counsel practicing complex and class litigation as detailed in the National Law Journal
27 Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS
28 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and

1 “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21
2 other firms practicing in the Southern District of California.) This survey is useful to show that Class
3 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of
4 class claims, such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is
5 opposing counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners
6 and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases,
7 charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged
8 by Plaintiff’s Counsel for comparable work are less than these examples, and are therefore undoubtedly
9 reasonable.

10 54. The Parties’ Agreement provides for Attorneys’ Fees not to exceed 1/3 of the Gross
11 Settlement Amount, currently estimated to be \$225,000, and litigation costs and expenses actually
12 incurred, not to exceed \$30,000. (Agreement at I(F); III(L)(10)).

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 7th day of August 2023, at San Diego, California.

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16 By: 
17 Shani O. Zakay
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EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
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Attorneys for Plaintiff TEVIN BRANDT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

TEVIN BRANDT, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

MOTOR CITY SALES & SERVICE, a
California corporation; MCLB, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: BCV-22-102078

[Action Filed August 11, 2022]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff TEVIN BRANDT (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 Defendants MOTOR CITY SALES & SERVICE and MCLB,
5 INC. (hereinafter collectively “Defendants”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Tevin Brandt v.*
8 *Motor City Sales & Service, et al.*, Kern County Superior Court, Case No. BCV-22-
9 102078, filed August 11, 2022 and any subsequently filed Amended Complaints.
- 10 B. “Administration Costs” shall mean the amount paid to the Settlement Administrator
11 from the Gross Settlement Amount for administering the Settlement pursuant to this
12 Agreement currently estimated not to exceed \$7,000.00.
- 13 C. “Aggrieved Employees” means all current and former non-exempt employees of
14 Defendants employed in California at any time during the period between June 7,
15 2021 and April 27, 2023.
- 16 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
17 Class and PAGA Action and Release of Claims.
- 18 E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
19 paid to Class Counsel for expenses in an amount as documented in Class Counsel’s
20 billing statement, not to exceed \$30,000.00.
- 21 F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
22 Class Counsel for the services they have rendered to Plaintiff and the Settlement
23 Class in the Action, currently not to exceed one-third of the Gross Settlement
24 Amount currently estimated to be \$225,000 out of \$675,000. Attorneys’ fees will be
25 divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50%
26 to Zakay Law Group, APLC).

- 1 G. "Class" or the "Class Members" means all current and former non-exempt employees
2 for Defendants employed in California at any time during the period between June 7,
3 2021 and April 27, 2023.
- 4 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
5 Shani Zakay of Zakay Law Group, APLC.
- 6 I. "Class Data" means information regarding Class Members that Defendant will in
7 good faith compile from its records and provide to the Settlement Administrator. It
8 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
9 Member's full name; last known address; Social Security Number; start dates and end
10 dates of employment.
- 11 J. "Class Period" means the period beginning June 7, 2021 and April 27, 2023.
- 12 K. "Class Representative" shall mean plaintiff Tevin Brandt.
- 13 L. "Court" means the Superior Court for the State of California, County of Kern
14 currently presiding over the Action.
- 15 M. "Defendants" shall mean Motor City Sales and Service d.b.a. Motor City Buick GMC
16 and MCLB, Inc.
- 17 N. "Effective Date" means the date of final approval, if no objections are filed to the
18 settlement. If objections are filed and overruled, and no appeal is taken of the final
19 approval order, then the effective date of final approval will be the date the Court
20 enters the order and judgment granting final approval of the settlement. If an appeal
21 is taken from the Court's overruling of objections to the settlement, then the effective
22 date of final approval will be twenty (20) days after the appeal is withdrawn or after
23 an appellate decision affirming the final approval decision becomes final.
- 24 O. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
25 Settlement Amount to the Claims Administrator in accord with the terms of this
26 Agreement. Defendant will pay the Gross Settlement Amount to the Claims
27 Administrator within sixty (60) business days of the Court's entry of an order granting
28 final approval of the settlement.

- 1 P. "Gross Settlement Amount" means Six Hundred Seventy-Five Thousand Dollars
2 (\$675,000.00) that Defendant must pay into the QSF in connection with this
3 Settlement, inclusive of payment of Claims Administration Expenses; Attorneys'
4 Fees; Attorneys' Expenses; Service Award, and the PAGA Payment. The employer's
5 share of payroll taxes shall not be paid from the Gross Settlement Amount and
6 remains the sole responsibility of Defendants.
- 7 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
8 Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Penalties, and
9 Administration Costs.
- 10 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
11 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
12 than formatting changes to facilitate printing by the Settlement Administrator).
- 13 S. "Operative Complaint" shall mean the First Amended Complaint that will be filed as
14 soon as the Stipulation and Order for leave to File First Amended Complaint, filed on
15 May 31, 2023, is entered by the Court.
- 16 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
17 Labor Code § 2698 *et seq.*
- 18 U. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
19 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
20 Aggrieved Employees during the PAGA Period.
- 21 V. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
22 Employee Payment, as defined herein, means the number of pay periods of
23 employment during the PAGA Period that each Aggrieved Employee worked in
24 California.
- 25 W. "PAGA Period" means the period beginning June 7, 2021 and April 27, 2023.
- 26 X. "PAGA Penalties" shall mean Seventy-Five Thousand Dollars (\$75,000) to be
27 allocated from the Gross Settlement Amount, with 25% of the payment going to the
28 Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the payment

going to the Labor and Workforce Development Agency (“LWDA Payment”). The amount of the PAGA Penalties is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Penalties will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

Y. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

Z. “Payment Ratio” means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

AA. “Plaintiff” shall mean Tevin Brandt.

BB. “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

CC. “Released Class Claims” shall mean upon entry of final judgment and funding of the Gross Settlement Amount, the Defendants shall be entitled to a release from the Class Members of all class claims alleged in the operative complaint at the time of final approval. Prior to which shall include class action allegations and claims, including the draft Frist Amended Complaint (which includes Class claims), or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Claim Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, PAGA claims (which are separately released herein below), and class claims outside of the Class Period.

DD. “Released PAGA Claims” means upon entry of final judgment and funding of the Gross Settlement Amount, the Defendants shall be entitled to a release from the Aggrieved Employees of all PAGA claims alleged in the operative complaint, draft first Amended Complaint and Plaintiff’s June 7, 2022 PAGA notice to the LWDA which occurred during the Claim 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.

EE. "Released Parties" shall mean Defendants Motor City sales and Service dba Motor City Buick GMC and MCLB, Inc.

FF. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

GG. "Service Award" means an award in the amount of \$10,000 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

HH. "Settlement" means the disposition of the Action pursuant to this Agreement.

II. "Settlement Administrator" means APEX Class Action, LLC 20371 Irvine Ave. Newport Beach, CA 92660; Tel: 1-800-355-0700; info@apexclassaction.com. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

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

KK. "Workweeks," for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California.

1 **II. RECITALS**

- 2 A. On June 7, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce
3 Development Agency (LWDA) and served the same on Defendants.
- 4 B. On August 11, 2022, Plaintiff filed the Representative Action, alleging a single cause
5 of action for Violations of the Private Attorney General Act at Labor Code Sections
6 2698, *et seq.*
- 7 C. Upon entry of the Stipulation and Order for leave to File First Amended Complaint,
8 filed on May 31, 2023, Plaintiff will file the First Amended Complaint, that will be
9 the operative complaint in this Action. The First Amended Complaint will allege
10 claims for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §17200 et
11 seq; (2) Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197
12 &1197.1; (3) Failure to pay overtime wages in violation of Cal. Lab. Code §§510 et.
13 seq;(4) Failure to provide required meal periods in violation of Cal. Lab. Code
14 §§226.7 &512 and the applicable wage order; (5) Failure to provide required rest
15 periods in violation of Cal. Lab. Code §§226.7 &512 and the applicable wage order;
16 (6) Failure to provide accurate itemized statements in violation of Cal. Lab. Code
17 §226; (7)Failure to provide wages when due in violation of Cal. Lab. Code §§201 and
18 203; (8) Failure to reimburse employees for required expenses in violation of
19 California Labor Code §2802; and (9) Violation of the Private Attorneys General Act
20 [Labor Code §§2698 et seq.]
- 21 D. The Class Representative believes he has claims based on alleged violations of the
22 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
23 that class certification is appropriate because the prerequisites for class certification
24 can be satisfied in the Action, and this action is manageable as a PAGA representative
25 action.
- 26 E. Defendants deny any liability or wrongdoing of any kind associated with the claims
27 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
28 Representative are owed, and further contends that, for any purpose other than

1 settlement, the Action is not appropriate for class or representative action treatment.
2 Defendants contend, among other things, that at all times they complied with the
3 California Labor Code and the Industrial Welfare Commission Wage Orders.

4 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
5 the facts relevant to the Action, including conducting an independent investigation as
6 to the allegations, reviewing documents and information exchanged through informal
7 discovery, and reviewing documents and information provided by Defendants
8 pursuant to informal requests for information to prepare for mediation. Defendants
9 produced for the purpose of settlement negotiations certain employment data
10 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
11 the assistance of an expert. Based on their own independent investigation and
12 evaluation, Class Counsel are of the opinion that the Settlement with Defendants is
13 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
14 considering all known facts and circumstances, including the risks of significant
15 delay, defenses asserted by Defendants, uncertainties regarding class certification,
16 and numerous potential appellate issues. Although they deny any liability, Defendants
17 are agreeing to this Settlement solely to avoid the inconveniences and cost of further
18 litigation. The Parties and their counsel have agreed to settle the claims on the terms
19 set forth in this Agreement.

20 G. On April 27, 2023, the Parties participated in mediation presided over by mediator
21 Steve Rottman, an experienced mediator of wage and hour class and PAGA actions.
22 The mediation concluded with a settlement, which was subsequently memorialized in
23 the form of a Memorandum of Understanding.

24 H. This Agreement replaces and supersedes the Memorandum of Understanding and any
25 other agreements, understandings, or representations between the Parties. This
26 Agreement represents a compromise and settlement of highly disputed claims.
27 Nothing in this Agreement is intended or will be construed as an admission by
28 Defendants that the claims in the Action of Plaintiff, the Class Members or the

Aggrieved Employees have merit or that Defendants bear any liability to Plaintiff, the Class or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

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

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of payment of Claims Administration Expenses; Attorneys' Fees; Attorneys' Expenses; Service Award, and the PAGA Payment, equal to the Gross Settlement Amount of Six Hundred Seventy-Five Thousand Dollars (\$675,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendant represents that the Settlement Class was comprised of 285 individuals who collectively worked approximately 18,000 workweeks

1 (“Projected Workweeks”) during the Class Period. Prior to the filing of the
2 motion for Preliminary Approval, Defendants will provide Class Counsel with
3 a declaration under penalty of perjury confirming the number of applicable
4 Class Members and workweeks they worked during the Class Period. If the
5 Projected Workweeks increases by more than 5% of the estimate stated herein,
6 the Gross Settlement Amount shall increase proportionally for the number of
7 workweeks.

8 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
9 into the QSF, through the Settlement Administrator by the Funding Date. Any
10 interest accrued will be added to the NSA and distributed to the Settlement
11 Class Members except that if final approval is reversed on appeal, then
12 Defendants are entitled to prompt return of the principal and all interest
13 accrued.

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

17 B. Release by Settlement Class Members. Upon entry of final judgment and the funding
18 of the Gross Settlement Amount, in exchange for the consideration set forth in this
19 Agreement, Plaintiff and the Settlement Class Members release the Released Parties
20 from the Released Class Claims for the Class Period.

21 C. Release by the Aggrieved Employees. Upon entry of final judgment and the funding
22 of the Gross Settlement Amount, in exchange for the consideration set forth in this
23 Agreement, the Plaintiff and the Aggrieved Employees release the Released Parties
24 from the Released PAGA Claims for the PAGA Period. As a result of this release, the
25 Aggrieved Employees shall be precluded from bringing claims against Defendants for
26 the Released PAGA Claims.

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

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

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

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.
4. Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

- 1 F. Certification of the Settlement Class. The Parties stipulate to conditional class
2 certification of the Class for the Class Period for purposes of settlement only. In the
3 event that this Settlement is not approved by the Court, fails to become effective, or is
4 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
5 Defendant from obtaining a complete resolution of the Released Claims, the
6 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
7 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or procedural.
- 9 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
10 effect of the payments called for, and Class Members and/or Aggrieved Employees are
11 not relying on any statement or representation by the Parties in this regard. Class
12 Members and/or Aggrieved Employees understand and agree that they will be
13 responsible for the payment of any taxes and penalties assessed on the Aggrieved
14 Employees' individual shares of the Aggrieved Employee Payment described and will
15 be solely responsible for any penalties or other obligations resulting from their
16 personal tax reporting of Aggrieved Employees' individual shares of the Aggrieved
17 Employee Payment.
- 18 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
19 the "acknowledging party" and each Party to this Agreement other than the
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
21 of this Agreement, and no written communication or disclosure between or among the
22 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
23 such communication or disclosure constitute or be construed or be relied upon as, tax
24 advice within the meaning of United States Treasury Department circular 230 (31 CFR
25 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
26 her or its own, independent legal and tax counsel for advice (including tax advice) in
27 connection with this Agreement, (b) has not entered into this Agreement based upon
28 the recommendation of any other Party or any attorney or advisor to any other Party,

1 and (c) is not entitled to rely upon any communication or disclosure by any attorney
2 or adviser to any other party to avoid any tax penalty that may be imposed on the
3 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
4 any limitation that protects the confidentiality of any such attorney's or adviser's tax
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by
6 the acknowledging party of the tax treatment or tax structure of any transaction,
7 including any transaction contemplated by this Agreement.

8 I. Preliminary Approval Motion. Within thirty (30) days of execution of this Agreement,
9 or as soon thereafter as practicable, Plaintiff shall file with the Court a Motion for
10 Order Granting Preliminary Approval and supporting papers, which shall include this
11 Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at
12 least 3 business days prior to the filing of the Motion to give Defendant an opportunity
13 to propose changes or additions to the Motion.

14 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
15 establishing and administering the QSF; calculating, processing and mailing payments
16 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
17 mailing the Notice Packets to the Class Members as directed by the Court; receiving
18 and reporting the objections and requests for exclusion; calculating, deducting and
19 remitting all legally required taxes from Individual Settlement Payments and
20 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
21 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
22 individual shares of the Aggrieved Employee Payment; processing and mailing tax
23 payments to the appropriate state and federal taxing authorities; providing
24 declaration(s) as necessary in support of preliminary and/or final approval of this
25 Settlement; and other tasks as the Parties mutually agree or the Court orders the
26 Settlement Administrator to perform. The Settlement Administrator shall keep the
27 Parties timely apprised of the performance of all Settlement Administrator
28 responsibilities by among other things, sending a weekly status report to the Parties'

counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

K. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendants 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 PAGA Members that they need not do anything in order to receive an Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Aggrieved Employees' individual shares of the Aggrieved Employment Payment 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 Aggrieved Employees' individual shares of the Aggrieved Employment Payment, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and each Aggrieved Employees' share of the Aggrieved Employment Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA pay periods. The Notice will also advise the Aggrieved Employees that they will release the Released

PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

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

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

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendants, are

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

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

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

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

Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment, as specified below, and in consideration, will be bound by the Release by the PAGA Class as set forth herein. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion. Defendant retains the right, in the exercise of its sole discretion, to nullify the settlement within thirty (30) days after expiration of the exclusion period, if ten percent (10%) or more of Class Members exclude themselves from the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

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

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

21 L. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
22 pay the Gross Settlement Amount plus any employer’s share of payroll taxes as
23 mandated by law within the time specified hereinabove on the Funding Date.

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

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

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

20 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
21 Settlement Payments shall be allocated and treated as 33.3% wages ("Wage
22 Portion") and 66.67% penalties and interest("Penalties and Interest Portion).
23 The Wage Portion of the Individual Settlement Payments shall be reported on
24 IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual
25 Settlement Payments shall be reported on IRS Form 1099 issued by the
26 Settlement Agreement.

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

1 and/or Aggrieved Employees' last known mailing address no later than thirty
2 (30) business days after the Funding Date.

3 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
4 Employees shall remain valid and negotiable for one hundred and eighty (180)
5 days from the date of their issuance. If a Settlement Class Member and/or
6 Aggrieved Employees does not cash his or her settlement check within 90
7 days, the Settlement Administrator will send a letter to such persons, advising
8 that the check will expire after the 180th day, and invite that Settlement Class
9 Member and/or Aggrieved Employees to request reissuance in the event the
10 check was destroyed, lost or misplaced. In the event an Individual Settlement
11 Payment and/or Aggrieved Employees' individual share of the PAGA
12 Penalties check has not been cashed within one hundred and eighty (180) days,
13 all funds represented by such uncashed checks, plus any interest accrued
14 thereon, shall be paid to the Community Law Project pursuant to California
15 Code of Civil Procedure section 386.

16 9. Service Award. In addition to the Individual Settlement Payment as a
17 Settlement Class Member and his individual share of the Aggrieved Employee
18 Payment, Plaintiff will apply to the Court for an award of not more than
19 \$10,000.00, as the Service Award. Defendants will not oppose a Service
20 Award of not more than \$10,000.00 for Plaintiff. The Settlement
21 Administrator shall pay the Service Award, either in the amount stated herein
22 if approved by the Court or some other amount as approved by the Court, to
23 Plaintiff from the Gross Settlement Amount no later than thirty (30) business
24 days after the Funding Date. Any portion of the requested Service Award that
25 is not awarded to the Class Representative shall be part of the Net Settlement
26 Amount and shall be distributed to Settlement Class Members as provided in
27 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
28 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and

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

8 10. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class
9 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
10 the Gross Settlement Amount currently estimated to be \$225,000 **and**
11 Attorneys' Expenses in an amount as documented in Class Counsel's billing
12 statement, not to exceed \$30,000.00. Any awarded Attorneys' Fees and
13 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any
14 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
15 not awarded to Class Counsel shall be part of the Net Settlement Amount and
16 shall be distributed to Settlement Class Members as provided in this
17 Agreement. The Settlement Administrator shall allocate and pay the
18 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later
19 than thirty (30) calendar days after the Funding Date. Class Counsel shall be
20 solely and legally responsible to pay all applicable taxes on the payment made
21 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
22 Form 1099 — MISC to Class Counsel for the payments made pursuant to this
23 paragraph. In the event that the Court reduces or does not approve the
24 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right
25 to revoke the Settlement, or to appeal such order, and the Settlement will
26 remain binding.

27 11. PAGA Penalties. Seventy-Five Thousand Dollars (\$75,000) shall be allocated
28 from the Gross Settlement Amount for settlement of claims for civil penalties

1 under the Private Attorneys General Act of 2004 (“PAGA Penalties”). The
2 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
3 Penalties (\$56,250) to the California Labor and Workforce Development
4 Agency no later than thirty (30) business days after the Effective Date
5 (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA
6 Penalties (\$18,750) will be distributed to the Aggrieved Employees as
7 described in this Agreement (hereinafter “Aggrieved Employee Payment”).
8 For purposes of distributing the PAGA Penalties to the Aggrieved Employees,
9 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved
10 Employee Payment using the PAGA Payment Ratio as defined above.

11 12. Administration Costs. The Settlement Administrator shall be paid for the
12 costs of administration of the Settlement from the Gross Settlement Amount.
13 The estimate of the Administration Costs is \$7,000.00. The Settlement
14 Administrator shall be paid the Administration Costs no later than thirty (30)
15 business days after the Effective Date.

16 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
17 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
18 thirty (30) days following the expiration of the Response Deadline, which motion
19 shall request final approval of the Settlement and a determination of the amounts
20 payable for the Enhancement Award, the Attorneys’ Fees and Attorneys’ Expenses,
21 the PAGA Penalties, and the Administration Costs. Plaintiff will provide Defendants
22 with a draft of the Motion at least 3 business days prior to the filing of the Motion to
23 give Defendant an opportunity to propose changes or additions to the Motion.

24 1. Declaration by Settlement Administrator. No later than seven (7) days after
25 the Response Deadline, the Settlement Administrator shall submit a
26 declaration in support of Plaintiff’s motion for final approval of this
27 Settlement detailing the number of Notice Packets mailed and re-mailed to
28 Class Members, the number of undeliverable Notice Packets, the number of

1 timely requests for exclusion, the number of objections received, the amount
2 of the average Individual Settlement Payment and highest Individual
3 Settlement Payment, the Administration Costs, and any other information as
4 the Parties mutually agree or the Court orders the Settlement Administrator to
5 provide.

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

10 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
11 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
12 Final Approval, including the Order Granting Final Approval of Class Action
13 Settlement, and Judgment before filing with the Court. The Parties and their counsel
14 will cooperate with each other and use their best efforts to effect the Court's approval
15 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
16 Judgment.

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

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

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

24 R. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate
26 this Agreement and to take all appropriate Action required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The persons signing

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

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

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

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

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

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

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

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

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

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

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

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

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

2 DATED: Jun 19, 2023


Tevin Brandt (Jun 19, 2023 12:55 PDT)

3 Tevin Brandt

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

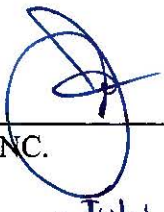
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6 DATED: 6/23/23


MOTOR CITY SALES & SERVICE

8 John R. Pine
9 Printed Name

10 CW
11 Title

12 DATED: 6/23/23


MCLB, INC.

14 John R. Pine
15 Printed Name

16 CW
17 Title

18 IT IS SO AGREED AS TO FORM BY COUNSEL:

19
20 DATED: June 20, 2023

JCL LAW FIRM, A.P.C.

21 By: 

22 Attorneys for Plaintiff and the Settlement Class
23 Members

24
25 DATED: June 20, 2023

ZAKAY LAW GROUP, APLC

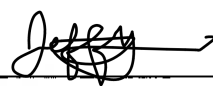
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Attorneys for Plaintiff and the Settlement Class
Members

DATED: 6/21/2023

GOE FORSYTHE & HODGES, LLP

By: 
Ronald Hodges, Esq.
Ryan S. Riddles, Esq.
Jeff M. Yostanto, Esq.

Attorneys for Defendant

EXHIBIT A

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

Tevin Brandt v. Motor City Sales & Services, et. al.; Case No. BCV-22-102078

***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 Motor City Sales & Service, a California Corporation and/or MCLB, Inc. (“Motor City” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Motor City employee Tevin Brandt (“Plaintiff”) and seeks payment of unpaid overtime, unpaid minimum wages, failure to provide meal and rest breaks, failure to provide accurate wage statements, failure to reimburse employees, 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 Motor City in California during the Class Period (June 7, 2021 to April 27, 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 Motor City in California during the PAGA Period (June 7, 2021 to April 27, 2023) (“Aggrieved Employees”).

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

Based on Motor City’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 Motor City’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 Motor City’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 Motor City to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Motor City.

If you worked for Motor City 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 Motor City.
- (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 Motor City, 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.

Motor City 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 Motor City 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 Motor City’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 Motor City employee. The Action accuses Motor City of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during employment and upon termination, failing to reimburse employees 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.”)

Motor City 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 Motor City or Plaintiff is correct on the merits. In the meantime, Plaintiff and Motor City 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 Motor City 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, Motor City 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) Motor City 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. Motor City will pay \$675,000 as the Gross Settlement Amount (Gross Settlement). Motor City 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, Motor City 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 \$ \$225,000 (33.33% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$30,000.00 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 \$7,000.00 to the Administrator for services administering the Settlement.

- D. Up to \$75,000.00 for PAGA Penalties, allocated 75% or \$56,250.00 to the LWDA PAGA Payment and 25% or \$18,750.00 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 Motor City are asking the Court to approve an allocation of 33.3% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.67% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Motor City 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 Motor City 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 Community Law Project.

If the monies represented by your check is sent to the Community Law Project, you will no longer be able 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 forty-five 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 Motor City.

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 Motor City 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. Plaintiff and Motor City have agreed that, in either case, the Settlement will be void: Motor City will not pay any money and Class Members will not release any claims against Motor City.
8. Administrator. The Court has appointed a neutral company, APEX Class Action, LLC (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 Motor City 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 alleged in the operative complaint at the time of final approval in the action entitled, *Tevin Brandt v. Motor City Sales & Service, et. al.* Kern County Superior Court, Case No. BCV-22-102078. Prior to which shall include class action allegations and claims, including the draft First Amended Complaint (which includes class claims), or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Claim Period and 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. Upon entry of final judgment and funding of the Gross Settlement Amount and separately paying the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Motor City, 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 Motor City 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:

Defendants shall be entitled to a release from the Aggrieved Employees of all PAGA claims alleged in the operative complaint, draft First Amended Complaint and Plaintiff's June 7, 2021 PAGA notice to the LWDA which occurred during the Claim 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 Claim 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 \$18,750.00 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 Motor City's records, are stated in the first page of this Notice. You have 45 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 Motor City's calculation of Workweeks and/or Pay Periods based on Motor City'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 Motor City'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 *Tevin Brandt v. Motor City Sales & Service, et. al.*; Case No. BCV-22-102078, 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 45 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 Motor City 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.apexclassaction.com or the Court's website <https://www.kern.courts.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 45 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 *Tevin Brandt v. Motor City Sales & Service, et. al.*; Case No. BCV-22-102078, and include your name, current address, telephone number, and approximate dates of employment for Motor City 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 Division H of the Kern County Superior Court, located at 1215 Truxtun Ave. Bakersfield, CA 9331. 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.apexclassaction.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 Motor City 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 APEX's website at www.apexclassaction.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.kern.courts.ca.gov>) and entering the Case Number for the Action, Case No. BCV-22-102078.

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:

APEX Class Action, LLC
20371 Irvine Ave.
Newport Beach, CA 92660
T: 800.355.0700
info@apexclassaction.com
www.apexclassaction.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 Community Law Project, you will not be able 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

APEX

Class action settlement administration



Quotation For:

Monnett De La Torre
JCL Law Firm, A.P.C.
mdelatorre@jcl-lawfirm.com
619.599.8292

Settlement Specifications

Estimated Class Size:	285
Certified Language Translation:	No
Basic Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Prepared by:

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

Case Name: Brandt v. Motor City Sales & Service, et al.

Date: 6/5/23

RFP Number: 82920009

Comments or Special Instructions

None

Service	Unit	Rate	Volume	Amount
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardized provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice

Form Set-Up (Formatting for Review and Approval)	Per Hour	\$120.00	1	\$120.00
Print & Mailing of Class Notice	Per Piece	\$1.50	285	\$427.50
USPS First Class Postage	Per Piece	\$0.60	285	\$171.00
Remail Notice to Updated Address (Skip Trace)	Per Piece	\$2.00	57	\$114.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0.5	\$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	1	\$75.00
NCOA Address Update	Static Rate	\$45.00	1	\$45.00
Sub Total:				\$990.00

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$530.00



Service	Unit	Rate	Volume	Amount
Toll-Free Contact Center, Website & Reporting				
Toll-Free Contact Center	Static Rate	\$44.50	1	\$44.50
Static Settlement Website	Static Rate	\$500.00	1	\$500.00
Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$544.50
Distribution & Fund Management				
Settlement Calculations	Per Hour	\$140.00	3	\$420.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mailing Distribution Settlement Check	Per Piece	\$1.50	285	\$427.50
USPS First Class Postage	Per Hour	\$0.60	285	\$171.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	29	\$57.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$3,545.50
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$830.00
TOTAL ESTIMATED PROJECT COST:				\$6,990.00

Thank you for your business!
Sean at 949.878.3676

Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 4

1. Firm Practice Areas:

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

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

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

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

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

Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

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

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

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

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

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

• **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

3. Attorney Jackland K. Hom Biography:

• **PRACTICE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

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

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

- **EDUCATION**

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

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

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*

President, Asian Pacific American Law Students Association

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

4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA
Trial Attorney, January 2021 – December 2021

- **EDUCATION**

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

Juris Doctor, *cum laude*, May 2020

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

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

Activities: President of External Affairs, Consumer Attorneys of USD
Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

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

Honors: Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

5. **Attorney Jaclyn Joyce Biography:**

• **PRACTICE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

• **PROFESSIONAL EXPERIENCE**

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

LIGHTGABLER, Camarillo, CA
Attorney, April 2019 – February 2023

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

• **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

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

6. **Lead Counsel – Class Action & Representative Cases:**

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

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

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

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

3. **Moore v. Zirx Transportation**

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

4. **Pasallo v. GSG Protective Services**

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

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

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

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

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

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

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

10. Bruemmer v. Tempur Retail Stores, LLC.

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

11. Christina Cummings v. G6 Hospitality, LLC

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

12. Nicolai Laguatan v. Prevent LSS

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

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

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

18. Lori Phipps v. Soapy Joe's

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

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

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

21. Tiffany Rodriguez v. Circle K

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

22. Derik Scott et al. v. Ultimate Performance

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

23. Raymond Frazier v. Asa Carlton

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

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

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

27. Jamaal Johnson v. Volt Management Corp

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

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

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

30. Niki Nunez v. Home Depot

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

31. Alma Salazar v. Frontier Toyota

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

32. Josefina Garces v. Kar Auction Services

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

33. Madison Weiss v. Niznik Behavior

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

34. Jimmy Mack v. ERM Enterprises

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

35. Josefina Garces v. DriverDo

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

36. Perseus Porras v. Tantalum Restaurant

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

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

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

40. Aaris Watts v. TRL Systems

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

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

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

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

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

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

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

48. Madison Marrero v. Stat Med

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

49. Brian Reyes v. Stowasser Buick-GMC

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

50. Erik Foss v. Anderson Hospitality, Inc.

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

51. Griselda Duran v. EmployBridge

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

52. Luis Rendon v. Healthcare Investments, Inc.

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

53. Richard Melead v. TVI, Inc.

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

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

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

56. Estefania Renteria v. Love's Country

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

57. Rachel Latin v. OneMain General Services Corp.

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

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

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

59. Jie Xu v. HT Multinational

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

60. Yvette Molina v. Hawaiian Airlines

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

61. Reinald Pillsbury v. T & T Restaurants CA

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

62. Luis de Jesus v. Guardian Angel Home Care

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

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

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

64. Gabriel Mendez v. Bondz, Inc.

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

65. James Conley v. Siskiyou Forest Products

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

66. Alex Castellanos v. Southwest Patrol

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

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
Case No.	34-2020-00287054
Nature	Regular Rate
Status	Settled

69. Rodney Stovall v. Javelin Logistics Company

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

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

71. Elias Kaser v. Aviation Consultants, Inc.

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

72. Christopher Chacon v. Panda Motors, Inc.

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

73. Willie Lang v. Pathways

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

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

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

75. Daniel Jacobs v. Rush Media Company

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

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

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

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	Litigation

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Litigation

83. Michael Ashlock v. Advantis Medical Staffing

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

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Litigation

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

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

87. Nicolas Neutall v. Urban Alchemy

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

88. Courteney Arneson v. Bahn Thai, Inc.

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

89. Carlos Cortez v. M & M Automotive Group, LLC.

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

Court	San Diego
Case No.	37-2021-00001288-CU-OE-CTL
Nature	Meal/Rest Breaks, 2698
Status	Settled

91. Traci Pollinger v. Hoehn Motors, Inc.

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

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

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

93. Shasta Collins v. Hilton Management, LLC

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

94. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

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

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

97. Gabriel Guzman Jr. v. Vulcan Materials Company

Court	San Diego
Case No.	30-2021-00052064-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

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

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

99. Michael Harrington v. Genesis Private Security, Inc.

Court	Alameda
Case No.	RG21105476
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

100. David Ezell v. Diab Leasing, Inc.

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

101. Joe Moreno v. Rambo, LLC

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

102. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

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

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

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

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

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

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

106. Jermell Jones v. Greenlawn Funeral Homes

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

107. Chanda Young v. Breakfast Republic

Court	Los Angeles
Case No.	21SMCV01447
Nature	2699, 201, 202, 203
Status	In Litigation

108. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

109. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

110. Isaiah Davis v. RPM Juice, Inc.

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

111. Amanda Hernandez v. Parenting Network

Court	San Joaquin
Case No.	VCU287027
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

112. Christiane Hilden v. Oakwood Village, Inc.

Court	Placer
Case No.	S-CV-0046676
Nature	PAGA
Status	Settled

113. Jose Garcia v. Ferma Greenbox

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

114. Brittney Jones v. ASD6

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

115. Richard Sanchez v. Salinas Lincoln Mercury

Court	Monterey
Case No.	21CV001535
Nature	PAGA
Status	In Litigation

116. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

117. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

118. Michael Nash v. K. Hovnanian

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

119. Katsiaryna Karnachova v. INTO North America, Inc.

Court	San Diego
Case No.	37-2021-00023758-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

120. Doretha Jackson v. White Fir Holdings, LLC

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

121. Emily Tolosa v. Kensington Redwood City, LLC

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

122. Gabriel Guzman v. Vulcan Materials Company

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

123. Cristal Rodriguez v. EAH , Inc.

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

124. Natalie Chrestensen v. Northeastern Rural Health Clinics

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

125. Khozama Almahdi v. Vitamin Shoppe Industries

Court	Santa Clara
Case No.	20CV365150
Nature	PAGA
Status	Settled

126. Omar Vejar v. Fineline Woodworking, Inc.

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

127. Janelle Harris v. 7Cuts, LLC

Court	Contra Costa
Case No.	MSC21-01375
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

128. Claudia Nunez v. The Whole Child

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

129. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

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

130. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	PAGA
Status	In Litigation

131. Robert Baray v. Curation Foods

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

132. James Aguilar v. T & K

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

133. Arthur Gutierrez v. Anning Company

Court	Los Angeles
Case No.	21PSCV00785
Nature	Unpaid Wages, PAGA
Status	In Litigation

134. Pedro Rodriguez v. RM Parks

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Unpaid Wages, Wage Statement Violations, PAGA
Status	Settled

135. Phillip Soto v. Niki Investments

Court	Orange
Case No.	30-2021-01213064-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

136. David Ezell v. Diab Leasing

Court	Sacramento
Case No.	2021-305329
Nature	Meal/Rest Breaks, Unpaid Overtime, Wage Statement Violations, PAGA
Status	Settled

137. John Icabalceta v. Integrated Protection Corp.

Court	Los Angeles
Case No.	21STCV28920
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

138. Jose Garcia v. Pacific Shellfish Inc.

Court	San Diego
Case No.	37-2021-00021898-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

139. Geneva Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

140. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

141. Isabella Ruiz v. Tiwana & Sons, Inc.

Court	San Joaquin
Case No.	STK-CV-400-2021-6420
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

142. Tausha Griswold v. Savings Bank of Menocino County

Court	Mendocino
Case No.	21CV00670
Nature	Wage Statement Violations, PAGA
Status	Settled

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

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

144. Joe Moreno v. Rambo, LLC.

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

145. Sara Chiu v. Cornish & Carey (NewMark)

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

146. Norman Respass v. The Scion Group

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

147. Jalil Hasim v. The Davey Tree Expert Company

Court	San Francisco
Case No.	CGC-21-595544
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

148. Devin Terrel v. KaiserAir

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

149. Michelle Lee v. Aveanna Healthcare AS, LLC

Court	Santa Clara
Case No.	21CV387081
Nature	PAGA
Status	Settled

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

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

151. Lydia Wedan v. Lakeport Post Acute, LLC

Court	Lake
Case No.	CV-422113
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

152. Dante Henderson v. Bizon Group, Inc.

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

153. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

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

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

155. Ricardo Rodriguez v. Employbridge

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

156. Amanda Patterson v. RCSH Operations, Inc.

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

157. Tyra Toler v. Total Testing Solutions LLC

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

158. Juanita Allen v. Nissan of Stockton

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

159. Bria Ware v. Shake Shack

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

160. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	In Litigation

161. Luke Delacruz v. Walmart (Bonobos)

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

162. Tanya Ripley v. Cerner Corp.

Court	Placer
Case No.	S-CV-0045961
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled