

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia P. Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff

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

Date: March 5, 2024

Time: 8:30 a.m.

Judge: Hon. Bernard C. Barrman, Jr.

Dept.: H

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff TEVIN BRANDT (hereafter "Plaintiff" or "Class Representative") in this wage and hour class
6 and representative action filed against Defendants Motor City Sales & Service and MCLB, Inc.
7 (hereafter "Defendant" and/or "Defendants").

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

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

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed September 6,
14 2023, Preliminary Approval Order.

15 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the August 7, 2023, proof of
16 filing the proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit "4"** is true and correct copy of the February 8, 2024, proof of
18 filing this motion seeking final approval of this Settlement with the LWDA.

19 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
20 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
21 Class Counsel.

22 **I. INTRODUCTION**

23 8. An objective evaluation of the proposed settlement of Six Hundred Seventy-Five
24 Thousand Dollars and Zero Cents (\$675,000.00) ("Gross Settlement Amount") confirms that the relief
25 negotiated on behalf of the Settlement Class Members is fair, reasonable, and valuable. The Settlement
26 is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and
27 presided over by Steven Rottman, Esq. After deducting any Court-approved attorneys' fees and costs,
28 class representative incentive payments, administration costs, and the payments to the Labor &

1 Workforce Development Agency (“LWDA”), the net settlement fund shall be distributed to Settlement
2 Class Members based on the number of Workweeks they worked while employed by Defendants during
3 the Class Period. *The Class greeted news of the Settlement with nearly unanimous approval.*¹ There
4 are zero objections and only three opt-outs to the Settlement. The **99.01%** approval by the Settlement
5 Class evidences the clear fairness and reasonableness of the Settlement.

6 9. This Settlement provides substantial recovery for Defendants’ alleged wage and hour
7 violations. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount
8 of approximately **\$341,762.55**. This will result in an average Individual Settlement Payment of
9 **\$1,143.02**, a high payment of **\$1,729.54**, and low payment of **\$2.51**.

10 10. The relief offered by the Settlement is immediate and is particularly impressive when
11 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
12 *infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait (possibly
13 years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

14 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement
15 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
16 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement
17 and, entry of the proposed Final Approval Order and Judgment.

18 II. OVERVIEW OF THE LITIGATION

19 12. On June 7, 2022, Plaintiff filed a Notice of Violations with the LWDA and served the
20 same on Defendants. On August 11, 2022, Plaintiff filed his representative complaint alleging a cause
21 of action for violations of the Private Attorneys General Act at Labor Code Sections 2698, et seq.
22 Plaintiff’s complaint alleged that Defendants failed to provide compliant meal and rest periods, failed
23 to allow employees to take duty-free meal and rest periods, failed to pay all minimum, regular and
24 overtime wages, failed to correctly calculate the regular rate of pay, failed to pay for all hours worked,
25 failed to maintain true and accurate records; failed to reimburse employees for required business
26 expenditures, failed to provide accurate itemized wage statements, and failed to timely pay wages due
27 during, and upon termination of employment.

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¹ Two (2) Notices were deemed undeliverable. Apex Dec. at ¶ 10.

1 13. The Parties agreed to private mediation. Prior to mediation, the Parties agreed to
2 informally exchange documents and information in connection with the Action. As part of this process,
3 Defendants provided time and pay records for 48 employees, approximately 17% of the total Class.
4 Plaintiff's statistician found this to be sufficient to develop a meaningful damages model. Additionally,
5 the 17% sample is statistically reliable, resulting in a confidence level of 85% with a margin of error of
6 9%. In addition to the time and payroll records, Defendants produced their Employee Handbook and
7 various handbook addendums, as well as other relevant policies and agreements.

8 14. On April 27, 2023, the Parties participated in an all-day mediation presided over by
9 Steven Rottman, Esq., a mediator of wage and hour class actions. After arms-length negotiations and
10 bargaining, the Parties reached a settlement of \$675,000, with the understanding that this settlement
11 would also include not only a release of the PAGA claims alleged, but also a release of class claims for
12 the same Labor Code violations, and within the same time period. The Parties thereafter executed a
13 binding Memorandum of Understanding, and subsequently documented the agreement in the form of a
14 Settlement Agreement, which was signed by the Parties and is now presented to this Court for
15 preliminary approval.

16 15. Following the Parties' successful mediation, Plaintiff filed a First Amended Complaint,
17 which added class claims based on the same violations of the Labor Code as detailed in Plaintiff's
18 original PAGA complaint. Plaintiff seeks to represent a putative class of all current and former non-
19 exempt employees of Defendants employed in California at any time during the period between June 7,
20 2021 and April 27, 2023 (the "Class Period"). The Action seeks unpaid wages, statutory and PAGA
21 penalties, attorneys' fees, and litigation costs. Plaintiff also seeks to represent a PAGA group of
22 Aggrieved Employees which is comprised of all current and former non-exempt employees of
23 Defendants employed in California at any time during the period between June 7, 2021 and April 27,
24 2023 (the "PAGA Period").

25 16. Although a resolution has been reached, Defendants deny that they have violated any
26 applicable law, committed any wrong against Plaintiff or any other current or former employee, or that
27 they have otherwise damaged Plaintiff or any other current or former employee in any way. Further,
28 Defendants contend that class certification would be inappropriate for any reason other than for

1 settlement. Plaintiff contends that Defendants violated California wage and hour laws. Plaintiff further
2 contends that the Action is appropriate for class certification on the basis that the Plaintiff's claims meet
3 the requisites for class certification. Without admitting that class certification is proper, Defendants
4 have stipulated that the above Class may be certified for settlement purposes only. The Parties agree
5 that certification for settlement purposes is not an admission that class certification would be proper if
6 the class certification issues were litigated. Further, the Agreement is not admissible in this or any other
7 proceeding as evidence that the Class could be certified absent a settlement.

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

18 18. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
19 the class and should be granted final approval. This is evidenced by the near unanimous approval of the
20 Settlement by the Settlement Class, the absence of any objections to the Settlement and the average
21 Individual Settlement Payment of **\$1,143.02**.

22 **III. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

23 **A. Adequate Investigation**

24 19. Months before filing the Action, Class Counsel began its pre-filing investigation into the
25 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
26 Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment,
27 including portions of Defendants' handbooks, compensation policies and time and payroll records. At
28

1 the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further
2 inquiry.

3 20. To prepare for mediation, Defendants produced the time and payroll records for the
4 Class Members, aggregate workweek and pay period data for the Class Members, aggregate meal
5 premiums paid to the Class Members, average hourly rate for the Class Members, and copies of
6 applicable handbooks, policies, and agreements. In total, Class Counsel conducted an extensive review
7 of a significant sample of time records and data.

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

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

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

1 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
2 independent assessment of the reasonableness of the terms to which the Parties have agreed.

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

9 **B. The Parties Settled at Mediation**

10 25. On April 27, 2023, the Parties conducted a full day mediation with Steven Rottman, Esq.,
11 an experienced wage and hour mediator. Mediator Rottman helped to manage the Parties' expectations
12 and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial
13 progress with Mediator Rottman's assistance. Namely, the Parties exchanged information regarding
14 their respective claims and defenses, including their respective evaluations of the damages. After arm's
15 length and adversarial negotiations, the mediation concluded with a settlement. The amount of the
16 service awards was not negotiated until after the parties agreed to the Gross Settlement Amount and
17 many other terms. No action would likely have been taken by Class Members individually, and no
18 compensation would have been recovered for them, but for Plaintiff's service on behalf of the Class.

19 **C. Class Counsel is Experienced in Similar Litigation**

20 26. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
21 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
22 aggrieved employees and consumers throughout California in wage and hour class actions and complex
23 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
24 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre, Esq.
25 (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Tesla Stone (Paralegal), Jennifer
26 Heming (Paralegal), Madelyn Uchiyama (Legal Assistant), and Sara Christensen (Legal Assistant).

27 27. I am qualified to represent the Plaintiff, the Settlement Class Members, the State of
28 California, and the Aggrieved Employees. I have extensive experience with wage and hour class and

1 representative actions litigation like this matter, and employment matters in general. Additionally, I
2 have extensive complex mass tort litigation experience and complex construction product liability
3 experience. I can, will and have adequately represented the interests of the Plaintiff, the Settlement
4 Class Members, the State of California, and the Aggrieved Employees throughout this action.

5 28. I have represented consumers and employees in California class actions, and complex
6 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
7 plaintiffs' civil litigation attorney since April 2007.

8 29. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
9 Employees. I have extensive experience with wage and hour class and representative actions litigation
10 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
11 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "5."** Some of the
12 major cases the Firm has undertaken are also set forth in **Exhibit "5."**

13 30. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
14 favorable verdict for the firm's clients.

15 31. Finally, I have published appellate experience in *William Blanchette et al., v. The*
16 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

17 32. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
18 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers,
19 Rising Star list recognizes the top 2.5% of eligible attorneys. (see
20 https://www.superlawyers.com/about/selection_process.html.)

21 **D. Strength of Plaintiff's Case**

22 33. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
23 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
24 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
25 91 Cal.App.4th at 250. While the Gross Settlement Amount of Six Hundred Seventy-Five Thousand
26 Dollars and Zero Cents (\$675,000.00) represents a discount on Defendants' potential exposure if
27 Plaintiff established liability on all claims and was awarded the full amount of the estimated damages
28 at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendants

1 presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any
2 theoretical post-trial recovery may require many more years of litigation, resulting in added fees and
3 costs without any guarantee of recovery for the Class.

4 34. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
5 reasonable considering the nature and magnitude of the claims being settled and the various potential
6 impediments to recovery. Class Counsel developed varied economic damages models measuring
7 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
8 various models were informed by Class Counsel's investigation, including the analysis of a significant
9 sample of time and payroll data. Detailed in greater depth during the preliminary approval process,
10 Class Counsel projected a range of Defendants' liability exposure for the claims asserted on behalf of
11 the Class. The Gross Settlement Amount represents over 26% of Defendants' *class-wide* liability
12 exposure as estimated by Class Counsel at the time of mediation.

13 35. The calculation methodology used to compensate the Settlement Class Member for the
14 alleged damages was negotiated at the time of the Settlement. More importantly, the methodology is
15 fair, objective, and impartial. The calculation methodology is based on the number of Workweeks each
16 Settlement Class Member worked for Defendants during the Class Period. The number of Workweeks
17 for the Settlement Class Member is established through Defendant's data and documented
18 compensation records. The Settlement Administrator is responsible for calculating the Individual
19 Settlement Payments by dividing the Net Settlement Amount by the total number of Workweeks worked
20 by all Settlement Class Members during the Class Period and multiplying the result by each Settlement
21 Class Member's Workweeks. This process establishes an objectively fair and reasonable procedure to
22 compensate the Class.

23 36. Clearly the goal of this litigation to obtain redress for the class has been met by this
24 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
25 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
26 approval.

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1 **E. Risks of Continued Litigation**

2 37. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
3 ignore the asserted defenses. If successful on any one of its defenses, Defendants could defend the
4 action or, at least, drastically undercut Plaintiff's claims.

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

24 39. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
25 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
26 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
27 drastically affect the value of Plaintiff's claims and, in fact, already has.

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1 40. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v. Uber*
2 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
3 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
4 that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a
5 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
6 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
7 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
8 an uncertain result three or more years in the future.

9 41. Class Representative and Class Counsel recognize the expense and length of a trial
10 against Defendant through possible appeals which could take another three years. In arriving at their
11 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
12 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
13 of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in
14 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
15 increased, and recovery would have been delayed if not denied, thereby reducing the benefits of an
16 ultimate victory. Further, Class Counsel is mindful of and recognize that most, if not all of the Class
17 signed arbitration agreements and that Defendants could have raised these arbitration agreements as a
18 defense to class certification. Class Representative and Class Counsel believe that the Settlement
19 confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation,
20 Class Representative and Class Counsel have determined that the Settlement set forth in the Agreement
21 is in the best interest of the Settlement Class, is fair, reasonable, and adequate, and should be granted
22 final approval. With respect to the most immediate challenge, i.e., class certification, the risks attendant
23 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
24 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
25 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
26 the trial court to enter judgement in favor of the employer. (*See also O’Conner v. Uber Technologies,*
27 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
28 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor

1 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
2 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
3 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
4 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
5 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
6 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
7 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
8 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
9 certification of driver meal and rest period claims based on the predominance of individual issues).)
10 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
11 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
12 settlement.

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 8th day of February 2024, at San Diego, California.

By: Jean-Claude Lapuyade

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)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

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Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

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,

1 disability, social security, workers' compensation and PAGA Claims outside the
2 PAGA Period.

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

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

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

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

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

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

26 KK. "Workweeks," for purposes of calculating the distribution of the Net Settlement
27 Amount, means the number of weeks of employment during the Class Period that
28 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:

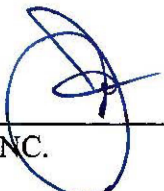
5
6 DATED: 6/23/23


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

26 By: 

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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	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.
The Opt-out Deadline is November 20, 2023	You cannot opt-out of the PAGA portion of the proposed Settlement. Motor City 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 March 5, 2023 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 5, 2023. 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 November 20, 2023	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 November 20, 2023. 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

Apex ID: <<Apex ID>>

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 \$699,727.50 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 \$ \$233,242.50 (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 Motor City 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 November 20, 2023, 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 **March 5, 2023** 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/motorcitysales 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 November 20, 2023.** 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 **March 5, 2023**, at **8:30 a.m.** 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/motorcitysales 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/motorcitysales. 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
P.O. Box 54668
Irvine, CA 92619
T: 800.355.0700
claims@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



Superior Court of California
County of Kern
Bakersfield Division H

Hearing Date: 09/06/2023

Time: 8:30 AM - 12:00 PM

TEVIN BRANDT, AN INDIVIDUAL, ON BEHALF OF HIMSELF AND ON BEHALF OF ALL PERSONS SIMILARLY SITUATED
VS MOTOR CITY SALES & SERVICE, A CALIFORNIA CORPORATION ET AL

BCV-22-102078

Honorable: Bernard C. Barmann, Jr.

Clerk: Daisy Ayon

Court Reporter: . None

Bailiff: Deputy Sheriff

Interpreter:

Language Of:

PARTIES:

Not Present:

TEVIN BRANDT, AN INDIVIDUAL, ON BEHALF OF HIMSELF AND ON BEHALF OF ALL PERSONS
SIMILARLY SITUATED Plaintiff

ZAKAY, SHANI O Attorney

MCLB, INC., A CALIFORNIA CORPORATION
Defendant

HODGES, RONALD S. Attorney

MOTOR CITY SALES & SERVICE, A CALIFORNIA
CORPORATION Defendant

HODGES, RONALD S. Attorney

Jacklyn Joyce appeared via audio/video communication on behalf of Plaintiff.

Appearance telephonically by courtcall by Jeff Yostanto on behalf of all named Defendants.

**NATURE OF PROCEEDINGS: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT;
FILED BY PLAINTIFF**

Hearing Start Time: 8:54 AM

The above-entitled cause came on regularly on this date and time with parties and/or counsel appearing as reflected above.

Tentative announced in open court.

Matter argued by counsel and submitted.

The Court makes the following findings and orders:

Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement is granted.

Matter is set for Final Approval hearing on Class Action Settlement on 3/05/2024 at 8:30 a.m. in Division H.

Case Management Conference set for 9/12/2023 is hereby vacated and reset to 03/05/2024 at 8:30 a.m. in Division H.

MINUTES

Page 1 of 2

TEVIN BRANDT, AN INDIVIDUAL, ON BEHALF OF HIMSELF AND ON
BEHALF OF ALL PERSONS SIMILARLY SITUATED VS MOTOR CITY SALES
& SERVICE, A CALIFORNIA CORPORATION ET AL

BCV-22-102078

Order signed electronically in open court.

Counsel for Plaintiff to provide notice of ruling.

Clerk's minutes will memorialize the fact that both counsel received verbal notice of the new Case Management Conference hearing date.

No further notice.

FUTURE HEARINGS:

March 05, 2024 8:30 AM Further Case Management Conference
Bakersfield Division H
Sheriff, Deputy
Barmann, Bernard C., Jr.

March 05, 2024 8:30 AM Final Approval Hearing on Class Action Settlement
Bakersfield Division H
Sheriff, Deputy
Barmann, Bernard C., Jr.

MINUTES FINALIZED BY:

DAISY AYON

ON:

9/6/2023

MINUTES

Page 2 of 2

TEVIN BRANDT, AN INDIVIDUAL, ON BEHALF OF HIMSELF AND ON
BEHALF OF ALL PERSONS SIMILARLY SITUATED VS MOTOR CITY SALES
& SERVICE, A CALIFORNIA CORPORATION ET AL

BCV-22-102078

EXHIBIT 3

Jennifer Heming

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, August 7, 2023 1:35 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

08/07/2023 01:33:57 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

EXHIBIT 5

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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

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

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

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