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JCL LAW FIRM, APC

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Attorneys for PLAINTIFF PRISCILLA ESTRADA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

PRISCILLA ESTRADA an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MANPOWER TEMPORARY SERVICES
f.k.a. CPM, LTD. which will be doing business
in California as MANPOWER TEMPORARY
SERVICES, a Nevada corporation; CPM,
LTD., a Nevada corporation; C.L.M.P., LTD., a
California corporation; EQUUS
WORKFORCE SOLUTIONS, a Kentucky
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00030943-CU-OE-CTL

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

Date: July 19, 2024
Time: 9:00 a.m.

Judge: Hon. James A. Mangione
Dept.: C-75

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 Priscilla Estrada, (hereafter "Plaintiff") in this wage and hour class and representative action
6 filed against Defendant CPM, LTD., INC. dba MANPOWER OF SAN DIEGO and RES-CARE, INC.
7 dba EQUUS WORKFORCE SOLUTIONS (collectively, "Defendants").

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

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

15 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed February 2,
16 2024, Preliminary Approval Order.

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the December 18, 2023,
18 proof of filing the proposed Settlement with the LWDA.

19 6. Attached hereto as **Exhibit "4"** is true and correct copy of the June 25, 2024, proof of
20 filing this motion seeking final approval of this Settlement with the LWDA.

21 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
22 "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for
23 this matter as of June 17, 2024. As shown in detail in the attached transaction summary, the JCL Law
24 Firm, APC, incurred a total of \$6,541.66 in litigation costs prosecuting this action. These costs are
25 exclusive of the costs incurred by co-counsel Zakay Law Group, APLC.

26 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC's
27 "Time and Billing Journal" detailing the JCL Law Firm APC's total hours and fees for this matter as of
28 June 25, 2024. Each entry was made contemporaneously and in the ordinary course of the JCL Law

1 Firm, APC's usual course of business. The attached Time and Billing Journal shows that the JCL Law
2 Firm, APC billed a total of 82.2 hours for a total of \$53,565.00 successfully litigating this action.

3 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC's
4 "Firm Resume" detailing the credentials of Class Counsel and a summary of cases on which counsel
5 has acted as class and representative action counsel.

6 **I. INTRODUCTION**

7 10. An objective evaluation of the proposed settlement of \$225,000.00 ("Gross Settlement
8 Amount") confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable.
9 The Settlement is a product of informed, adversarial, and non-collusive negotiations, between
10 experienced counsel, guided by the wisdom and experience of the Hon. Steven Denton (Ret.) an
11 experienced jurist and mediator. After deducting any Court-approved Class Counsel Award, Service
12 Award, Settlement Administration Costs, and payments to the Labor & Workforce Development
13 Agency ("LWDA"), the Net Settlement Amount shall be distributed to the Settlement Class Members
14 based on the number of Workweeks they worked while employed by Defendants during the Class
15 Period. ***The Settlement Class greeted news of the Settlement with overwhelming approval as 100% of***
16 ***the Settlement Class Members chose to participate in the Settlement.*** There are zero opt-outs and zero
17 objections to the Settlement. The high approval by the Settlement Class evidences the clear fairness and
18 reasonableness of the Settlement.

19 11. The relief offered by the Settlement is immediate and is particularly impressive when
20 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
21 *infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement approval
22 under California law and falls well within the range of reasonableness.

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

27
28 ///

II. OVERVIEW OF THE LITIGATION

13. Plaintiff alleges that she was denied legally compliant meal and rest periods, and minimum wages and overtime compensation at all times during her employment. Throughout her employment, Plaintiff was subject to Defendants' written policies and procedures contained in, among other documents, the "Manpower Associate Handbook."

14. Generally, Plaintiff claims that Defendants failed to provide compliant meal and rest periods, failed to pay for all time worked, failed to pay overtime and meal period premiums, failed to furnish accurate itemized wage statements, failed to reimburse for mandatory business expenses, and failed to pay wages when due. Defendants deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, compliant reimbursement practices, and timely payment of all wages due.

15. On May 31, 2022, Plaintiff Estrada served Defendant Res-Care and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* ("PAGA"). On September 20, 2022, Plaintiff Estrada served Defendant Manpower and the Labor and Workforce Development Agency ("LWDA") with an Amended Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* ("PAGA").

16. On August 4, 2022, Plaintiff filed a class action complaint in the San Diego County Superior Court, Case No. 37-2022-00030943-CU-OE-CTL ("Class Action"). The Class Action alleged eleven causes of action against Defendants for: (1) Unfair Competition in violation of Cal. Bus. & Prof.

Code §§ 17200, et. seq.; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, et seq.; (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab Code §226; (7) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (8) Failure to Reimburse for Required Expenses in violation of Cal. Lab. Code § 2802; (9) Wrongful Termination in Violation of Public Policy; (10) Retaliation in Violation of Cal. Lab. Code §§ 6310 and 1102.5; and (11) Violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq].

17. Plaintiff propounded written discovery in January of 2022. After the initial round of discovery, the Parties agreed to mediate the Action. The Parties also agreed to engage in informal discovery to prepare for mediation. Such discovery included production of additional documents and data points subject to the mediation privilege, including but not limited to, the Class Members' time and payroll data and certain payroll data points. As discussed *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data.

18. On July 18, 2023, the Parties participated in a full day mediation with respected jurist and mediator, the Hon. Judge Steven Denton (Ret.). The mediation concluded with a settlement after both sides agreed to a Mediator's proposal which was subsequently memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion

19. The Court preliminarily approved a Gross Settlement Amount of \$225,000.00 on February 2, 2024. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Service Award; (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Payment; and (5) to satisfy the Settlement Administration Costs incurred in this action.

20. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the unanimous approval of the Settlement by the Settlement Class and absence of any objections to the Settlement.

1 21. Further supporting final approval, the average Individual Settlement Payment of **\$841.27**
2 is comparable to settlement payments in similar wage and hour class actions. This result is particularly
3 favorable considering that liability and certification were far from certain. Given the complexities of
4 this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of
5 proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted
6 final approval.

7 **V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

8 **A. Class Counsel Conducted a Thorough Investigation.**

9 22. Months before filing the Action, Class Counsel began its pre-filing investigation into the
10 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
11 Plaintiff. As part of the interview process, the Plaintiff produced documents related to her employment,
12 including portions of her time and payroll records. At the conclusion of the interviews, Class Counsel
13 determined that Plaintiff's complaints justified further inquiry.

14 23. Class Counsel subsequently requested Plaintiff's employee files from Defendants. In
15 response, Defendants produced hundreds of pages of documents, including but not limited to, copies of
16 Defendants' written policies and Plaintiff's hiring documents and payroll and time records. Class
17 Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate
18 Plaintiff's claim that Defendants failed to, among other things, provide compliant meal and rest periods,
19 to provide accurate wage statements, to compensate overtime wages at the correct regular rate of pay,
20 and to reimburse for mandatory business expenses.

21 24. To prepare for mediation, Defendants produced the time and payroll records for the Class
22 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
23 paid to the Class Members, average hourly rate for the Class Members, and copies of applicable
24 handbooks, policies, and agreements. In total, Class Counsel reviewed more than 200 pages of
25 documents and more than 200,000 unique cells of time and payroll data.

26 25. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
27 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
28 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are

1 credentialed and experienced experts in their fields and have provided their expertise on thousands of
2 cases.

3 26. BCG analyzed Defendants' time and payroll data to assist in the development of various
4 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
5 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
6 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
7 meal and rest periods, the amount of unpaid wages, the amount of unreimbursed expenses, the amount
8 of unpaid overtime, the amount of unreimbursed business expenses, and the amount of missed meal and
9 rest period premiums paid during the Class Period.

10 27. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
11 determining Plaintiff's suitability as a putative class representative through interviews, background
12 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims;
13 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
14 and the type of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing
15 Defendants' labor policies and practices; (6) researching settlements in similar cases as well as
16 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
17 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)
18 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
19 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
20 independent assessment of the reasonableness of the terms to which the Parties have agreed.

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

27 **B. The Parties Settled at Mediation.**
28

1 29. On July 18, 2023, the Parties conducted a full day of mediation with respected jurist and
2 mediator Hon. Judge Steven Denton (Ret.). Judge Denton helped manage the Parties' expectations and
3 provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial
4 progress with Judge Denton's assistance. Namely, the Parties exchanged information regarding their
5 respective claims and defenses, including their respective evaluation of the damages.

6 30. The mediation concluded with a settlement, after both sides agreed to a Mediator's
7 proposal. The complete and final terms of the Parties' settlement are now set forth in the Agreement.
8 Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of
9 the claims at issue.

10 31. The negotiations were adversarial, conducted at arms-length and tempered by the efforts
11 of both sides to serve the interests of their clients. The amount of the service award was not negotiated
12 until after the parties agreed to the Gross Settlement Amount and many other terms.

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

14 32. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
15 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
16 aggrieved employees and consumers throughout California in wage and hour class actions and complex
17 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
18 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma (Associate
19 Attorney), Monnett De La Torre, Esq. (Associate Attorney), Andrea Amaya, Esq. (Associate Attorney),
20 Tesla Stone (Senior Paralegal), Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), and Nicole
21 Teller (Legal Assistant).

22 33. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
23 Employees. I have extensive experience with wage and hour class and representative actions litigation
24 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
25 litigation experience and complex construction product liability experience. I can, will and have
26 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
27 Employees throughout this action.
28

1 34. I have represented consumers and employees in California class actions, and complex
2 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
3 plaintiffs' civil litigation attorney since April 2007.

4 35. I have significant class counsel and collective action counsel experience. My credentials
5 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit "7"**.

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

8 37. Finally, I have published appellate experience in *William Blanchette et al., v. The*
9 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge*
10 *Holding Co. LLC* (2023) 92 Cal.App.5th 59.

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

15 **E. The Risk, Expense, Complexity and Duration of Further Litigation Favor**
16 **Settlement.**

17 39. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
18 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
19 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
20 91 Cal.App.4th at 250. While the Gross Settlement Amount of \$225,000.00 represents a discount on
21 Defendants' potential exposure if Plaintiff established liability on all claims and was awarded the full
22 amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable
23 defenses raised by Defendants presented a risk that could award significantly less in damages than
24 Plaintiff's estimate and (2) any theoretical post-trial recovery may require many more years of litigation,
25 resulting in added fees and costs without any guarantee of recovery for the Class.

26 40. Although Plaintiff and Class Counsel believe that this case has merit, they recognized the
27 potential risks both sides would face if litigation of this action continued.
28

1 41. As the federal court in *Glass v. UBS Fin. Servs.*, 2007 WL221862 held, where the parties
2 faced uncertainties similar to those in this litigation:

3 ***“In light of the above-referenced uncertainty in the law, the risk, expense,***
4 ***complexity, and likely duration of further litigation likewise favors the***
5 ***settlement.*** Regardless of how this Court might have ruled on the merits of
6 the legal issues, the losing party likely would have appealed, and the parties
would have faced the expense and uncertainty of litigating an appeal. The
expense and possible duration of the litigation should be considered in
evaluating the reasonableness of [a] settlement.”

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

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

1 43. Plaintiff and Class Counsel recognize the expense and length of a trial against Defendants
2 through possible appeals which could take another three years. In arriving at their informed belief that
3 the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk
4 inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the
5 inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation.
6 Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and
7 recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory.
8 Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary
9 benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have
10 determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair,
11 reasonable, and adequate, and should be granted final approval.

12 **F. The Gross Settlement Amount is Fair and Reasonable.**

13 44. The Gross Settlement Amount of \$225,000.00 in this case is fair and well within the range
14 of recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement
15 Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the
16 various potential impediments to recovery. Class Counsel developed varied economic damages models
17 measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation.
18 The various models were informed by Class Counsel's investigation, including the analysis of a
19 significant sample of time and payroll data. As detailed in greater depth during the preliminary approval
20 process, Class Counsel projected a range of Defendants' liability exposure for the claims asserted on
21 behalf of the Settlement Class. The Gross Settlement Amount represents between approximately
22 15.27% of Defendants' maximum liability and approximately 39.80% of Defendants' *class-wide*
23 liability exposure as estimated by Class Counsel at the time of mediation.

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

27 **VI. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE**
28 **REASONABLE**

46. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of \$12,000 which is 5.3% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment (\$9,000) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment (\$3,000) to be distributed to the Aggrieved Employees, which is within the range of PAGA Payment approved by courts and should be approved.

47. Further, on December 18, 2023, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On June 25, 2024, Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement.

VII. CLASS COUNSEL'S REQUEST FOR FEES AND COSTS

A. LODESTAR

48. As of June 25, 2024, the JCL Law Firm, APC incurred a total lodestar of \$53,565.00 for 82.2 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time And Billing Journal for the JCL Law Firm are attached hereto as Exhibit 6.

49. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC, worked a total of 78.0 hours successfully prosecuting this action for a lodestar of \$34,058.50. A true and accurate copy of the Zakay Law Group, APLC time and billing entries is attached to the Declaration of Shani Zakay, Esq. filed concurrently herewith.

50. Collectively, Class Counsel spent a total of 160.20 hours successfully litigating this matter for a total combined lodestar of \$87,623.50 and is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	82.20	\$53,565.00
Zakay Law Group, APLC	78.00	\$34,058.50
Total	160.20	\$87,623.50

1
2 51. In assessing the reasonableness of the billing rates for the attorneys and staff at the JCL
3 Law Firm, APC, the firm refers to the “Laffey Matrix” to set our hourly billing
4 rates. See <http://www.laffeymatrix.com/>. The Laffey Matrix is a fee schedule used by many courts
5 throughout the United States, including some California state courts and California Federal District
6 Courts. The Laffey Matrix is a well-established objective source that California courts have relied on
7 in assessing hourly rates since 2005. (see *In Re HPL Technologies, Inc. Securities Litigation*, 366
8 F.Supp.2d 912, 921 (N.D. Cal. 2005) (Confirming use of the Laffey Matrix adjusted to account for
9 locality pay differentials); *Rubalcaba v. Albertson's, LLC*, No. BC528755, 2017 WL 4330597, at *4
10 (Cal. Super. Ct. May 25, 2017), reversed on other grounds.)

11 52. The attorneys and staff at the JCL Law Firm, APC, have been providing extensive class
12 action services throughout state and federal courts in California for more than seventeen years. Since
13 its founding, the JCL Law Firm, APC, has recovered more than \$100 million dollars for its clients.

14 53. When comparing the JCL Law Firm, APC’s billing rates with the rates set forth in
15 the Laffey Matrix, the attorneys and staff at the JCL Law Firm, APC, either bill at or below the rate for
16 similarly skilled and tenured legal as set by the Laffey Matrix:

17

Name	Laffey Matrix Fee	Actual Billing Rate
Jean-Claude Lapuyade	\$878	\$700
Monnett De La Torre	\$878	\$650
Sydney Castillo-Johnson	\$437	\$450
Perssia Razma	\$437	\$400

23

24 54. Moreover, the JCL Law Firm’s rates are comparable to those judicially approved for
25 other plaintiff’s firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to
26 \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750
27 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for
28 partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442,

*40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range. *See e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between \$445 and \$675); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between \$355 and \$405 an hour).

55. Further, Class Counsel will be performing additional work, including finalizing the motion for final approval, attending the hearing on final approval, finalizing the orders and judgment, drafting a joint motion to dismiss the related federal court action, and monitoring completion of the settlement process over the course of several years. I expect this additional work will result in an additional 20-30 hour of additional work and an additional lodestar between \$12,000 and \$18,000.

56. As part of the settlement, the parties agreed to Attorneys' Fees and Expenses of **\$90,000.00**, comprised of \$75,000.00 for attorneys' fees (one-third of the Gross Settlement Amount) and up to \$15,000.00 for reimbursement of actually incurred litigation expenses. The requested attorneys' fees portion of the Class Counsel Award equal to one-third of the Gross Settlement Amount are fair compensation and, respectfully, should be approved. **The requested attorneys' fees portion of the Class Counsel Award as a percentage of the fund is supported by the overall lodestar incurred with a modest multiplier of 0.85.** Again, obviously this is much lower than the multiplier approved in *Laffitte* with significant work left to perform. The requested award is therefore reasonably viewed by the Lodestar/Multiplier cross-check.

57. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. Further, the attorneys' fees portion of the Class Counsel Award are within the

historically recognized range attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a reasonable 0.85 multiplier.

B. THE REQUESTED CLASS COUNSEL AWARD IS FAIR AND REASONABLE

58. The Agreement provides for payment of the Class Counsel Award from the common fund. Notably, after being provided with notice of the Settlement and the requested Class Counsel Award, there are *zero opt-outs and zero objections*. Nearly every member of the Settlement Class will receive his or her Individual Settlement Payment. Now, it is only equitable that the Settlement Class also pay their pro rata share of attorneys' fees at a reasonable percentage-of-recovery rate to compensate Class Counsel for their efforts in creating the common fund. Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the common fund doctrine.

59. Class Counsel requests attorneys' fees in the amount of \$75,000.00 representing one-third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in similar wage and hour class actions. *Rodriguez v. RSI*, San Bernardino Superior Court, Case No. CIVDS2023354 (Hon. David Cohn approved Class Counsel's 33.3% attorneys' fee request in a \$1,450,000 common fund wage and hour class action settlement, which equated to Class Counsel's lodestar plus a 1.87 multiplier); *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (Hon. John P. Doyle approved Class Counsel's 33.3% attorneys' fee request plus \$15,000 in litigation costs in a \$242,500 class action settlement); *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No. 37-2018-00000747 (Hon. Kenneth Medel approved Class Counsel's 33.3% attorneys' fee request plus \$17,500 in actually incurred litigation costs in a \$386,500 common fund wage and hour class action settlement.); *Shachno et al., v. KT Hotels, LLC, et al*, San Diego Superior Case No. 37-2018-0043601-CU-OE-CTL (Hon. Gregory W. Pollack approved Class Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$20,000 in a \$500,000 common fund wage and hour class action settlement.); *Moschetto v. Pillow Global, Inc.*, San Diego Superior Court Case No. 37-2017-00024031-CU-OE-CTL (Hon. John S. Meyer, approved Class Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$15,000 in a \$250,000 common fund wage and hour class action settlement.); *Terrado et al.*,

1 *v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-
2 OE-CTL (Hon. Gregory W. Pollack, awarded Class Counsel 33.3% fee request and \$16,000 in litigation
3 costs in a \$2 million common fund settlement, which equated to Class Counsel's lodestar plus at 1.62
4 multiplier.); *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No.
5 CIVDS1512625, (Hon. Thomas Garza awarded Class Counsel 33.3% fee request and more than
6 \$17,000 in litigation costs on a \$1.75 million common fund wage and hour settlement, which equated
7 to Class Counsel's lodestar plus a 1.67 multiplier.); *Hernandez v. Sunglass Hut Trading, LLC*, San
8 Bernardino Superior Court Case No. CIVDS1505181 (Hon. Bryan F. Foster awarded Class Counsel
9 33.3% fee request and \$22,632.93 in litigation costs and expenses on a \$1.8 million settlement, which
10 equated at Class Counsel's lodestar plus a 1.89 multiplier.); *Engstrom v. Bender-Rosenthal, Inc.* San
11 Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (Hon. Joel Wohfeil approved Class
12 Counsel's 33.3% on a \$360,000 common fund wage and hour class action settlement, which equated to
13 Class Counsel's lodestar plus a 1.2 multiplier.). Moreover, the requested attorneys' fee award is in the
14 middle of historically recognized range of attorneys' fees awarded in common fund settlements.

15 60. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement
16 Amount of approximately **\$106,000.00**, an average Individual Settlement Payment of **\$841.27**, high
17 payment of **\$3,008.32**, and a low payment of **\$14.46**. The attorneys' fee portion of the Class Counsel
18 Award request should be awarded based upon the Gross Settlement Amount in accordance with *Laffitte*,
19 i.e., the percentage of the fund with a lodestar cross check. As further explained below, the
20 reasonableness of the requested attorneys' fee award of \$75,000.00 is further supported by the lodestar
21 cross-check.

22 61. Because the Settlement in this case is a pure common fund case, and the percentage of
23 the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award
24 based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the
25 requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact,
26 below what the California Supreme Court approved in *Laffitte*. For those reasons, and those discussed
27 *infra*, Class Counsel respectfully requests this Court approve a Class Counsel Award in the amount of
28

1 **\$90,000.00**, comprised of \$75,000.00 for attorneys' fees and up to \$15,000.00 for reimbursable
2 litigation costs.

3 62. Courts have consistently recognized that the results achieved are an important factor to
4 be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) ("most critical
5 factor is the degree of success obtained"). Here, after a vigorous and contentious litigation process,
6 significant monetary relief is to be provided to Settlement Class and the excellent results achieved by
7 Class Counsel through this Settlement alone justify the requested fee award. As fully briefed in
8 Plaintiff's motions for preliminary and final approval, the Gross Settlement Amount represents between
9 approximately 15.27% of Defendants' maximum liability and approximately 39.80% of Defendants'
10 *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

11 63. The likelihood of establishing liability and recovering the full amount of damages was
12 extremely remote and the Gross Settlement Amount of \$225,000.00 from which the Settlement Class
13 will receive an average Individual Settlement Payment of **\$841.27**, high payment of **\$3,088.32**, and a
14 low payment of **\$14.46** represents an excellent recovery for the Settlement Class considering
15 Defendants' vigorous defense and the risks of continued litigation.

16 64. In reaching this Settlement, Class Counsel carefully considered the strength of the case
17 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
18 class certification through trial. Plaintiff is confident about the strength of her claims. Nonetheless,
19 Plaintiff recognizes that Defendants has factual and legal defenses that, if successful, would potentially
20 defeat or substantially impair the value of the lawsuit.

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

27 66. Considering these issues, the Gross Settlement Amount of \$225,000.00 is an excellent
28 result for the Settlement Class. While the Gross Settlement Amount represents a discount on Plaintiff's

1 overall estimate of the damages, this reduction is an extremely reasonable compromise considering the
2 challenges of continued litigation, including but not limited to, maintaining class certification, and
3 establishing liability on all claims against Defendants. The Settlement commits Defendants to create a
4 Gross Settlement Amount, from which the Settlement Class will derive a *significant financial recovery*
5 for their alleged damages and extinguish the risks of continued litigation, including a potential
6 bankruptcy and/or an appeal that would likely be filed following a judgment in Plaintiff's favor. Such
7 efforts would likely result in a delay of several years before this case would be resolved, with no
8 guarantee of recovery, whereas the Settlement provides for an average recovery of \$841.27, placing it
9 well within the range of reasonableness.

10 67. Furthermore, the Settlement Class greeted news of the Settlement with 100% of the
11 Settlement Class Members participating in the Settlement. The high approval by the Settlement Class
12 Members evidences the positive overall result of the litigation.

13 68. Moreover, Class Counsel expects to incur an additional 20-30 hours of work attending
14 the hearing on final settlement approval, administering the settlement, filing post distribution settlement
15 declarations, and drafting an amendment judgment. Class Counsel devoted considerable time and effort
16 to achieve the benefit to the Settlement Class and the requested Class Counsel Award in the amount of
17 \$90,000 comprised of \$75,000.00 for attorneys' fees and up to \$15,000 for reimbursable litigation costs
18 is appropriate here given the excellent results achieved.

19 69. Practice in the narrow area of wage and hour class action litigation requires skill,
20 knowledge, and experience in two distinct subsets of the law. Expertise in one does not necessarily
21 translate into expertise in the other. Class Counsel must have expertise in both. The issues presented
22 in this case required more than just a general appreciation of wage and hour law and class action
23 procedure.

24 70. For instance, the legal landscape surrounding Plaintiff's central claim, meal and rest
25 period violations is in constant flux. Nevertheless, Class Counsel successfully navigated these seismic
26 legal changes during this action in route to successfully negotiating a significant monetary
27 compensation for the Settlement Class.
28

1 71. The Settlement was possible only because Class Counsel was able to convince
2 Defendants that Plaintiff could potentially prevail on the contested issues regarding liability, achieve
3 class certification through trial, overcome difficulties in proof as to monetary relief and take the case to
4 trial if need be. In successfully navigating these hurdles Class Counsel displayed the necessary dual
5 skill set.

6 72. Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant
7 risk that the litigation would yield no recovery after many years of work. Unlike counsel for Defendants,
8 who are paid an hourly rate and reimbursed for their expenses on a regular basis, Class Counsel has not
9 been compensated for any time or expenses to date.

10 73. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an
11 hourly basis and thus can obtain representation only if they can find counsel who are willing to accept
12 their case on a contingent basis and agree to advance either all or a significant portion of the costs.

13 74. Here, Class Counsel undertook this litigation on a purely contingency basis, thereby
14 bearing the risk that they would only receive remuneration for the substantial investment of time and
15 resources and hours and costs expended if Plaintiff was successful.

16 75. Additionally, in taking this case on a purely contingency basis, Class Counsel had to turn
17 away other fee generating work because the case required Class Counsel to not only devote considerable
18 time and resources to effectively prosecute and settle this action, but also wait until the Settlement is
19 fully funded before finally being made whole. Now, having overcome the obstacles surrounding
20 Plaintiff's claims and negotiated an excellent result on behalf of the Settlement Class, Class Counsel
21 should be compensated with a fee award properly reflecting these efforts.

22 76. Here, Class Counsel negotiated a one-third contingency fee arrangement, which is a
23 reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and
24 hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent
25 results achieved by this Settlement bear their pro rata share of the attorney's fees award to Class
26 Counsel.

27
28 ///

1 **C. Class Counsel's Costs**

2 77. Prior to incurring costs for filing of the Motion for Final Approval and Motion for
3 Approval of Class Counsel Award and Service Award, Class Counsel expended \$10,964.68 (JCL Law
4 Firm, APC - \$6,541.66 and Zakay Law Group, APC - \$4,423.02) prosecuting this action. The JCL Law
5 Firm's costs are reflected in the attached Exhibit "5." The Zakay Law Group, APLC's costs are attached
6 to the Declaration of Shani Zakay, Esq. filed concurrently herewith.

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

11 79. Consequently, Class Counsel incurred a total of \$10,964.68 successfully prosecuting this
12 action. Class Counsel now requests reimbursement for those incurred litigation expenses and costs in
13 the amount up to \$15,000 as provided for in the Settlement Agreement and based upon Class Counsel's
14 billing records.

15 **D. Plaintiff's Service Award Is Reasonable and Should be Approved**

16 80. The amount of the requested Service Award to Plaintiff for \$10,000 is reasonable by
17 reference to the amounts that California courts (both federal and state) have repeatedly awarded in
18 similar class action settlements. *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County Super.
19 Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v.*
20 *Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct Mar. 21, 2011)
21 (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A.
22 County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff);
23 *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (LA. County Super. Ct. Oct. 3, 2013) (awarding
24 \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A.
25 County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast*
26 *Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding
27 \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc*, No. BC422934 (LA. County Super. Ct.
28 July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v.*

1 *Victoria's Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding
2 enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their
3 general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County
4 Super. Ct Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail &*
5 *Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding
6 \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910
7 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills*
8 *Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement
9 payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*, No. BC440282 (L.A.
10 County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray*
11 *Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement
12 payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202
13 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000 enhancement payment); *Zamora v. Balboa*
14 *Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding \$25,000
15 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa
16 Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguilar v. Cingular*
17 *Wireless. LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767
18 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx)
19 (C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply*
20 *LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement
21 payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-CAS-JEMx (CD. Cal.
22 Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No.
23 RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk*
24 *v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000
25 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings, Inc.*, No. JCCP 4582 (Orange
26 County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon*
27 *Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010)
28 (awarding \$10,000 enhancement payment).

81. Additionally, Class Counsel and Class Representative Priscilla Estrada (hereinafter “Plaintiff” or “Class Representative”), respectfully requests this Court approve the Service Award in the amount of \$10,000. The Class Representative faithfully and dutifully performed her role on behalf of the Settlement Class. The Class Representative dedicated valuable time and assisted in the successful prosecution of this action. Further, the Class Representative granted Defendants a general release.

82. Further, after administering notice of this settlement, not one of the 126 Class Members objected to the requested Service Award. Again, the unanimous consent favors the Court's approval of the requested Service Award.

83. Equally important, the time effort and services provided to the Settlement Class justifies the requested Service Award. The Class Representative performed her duties to the Settlement Class admirably. Plaintiff worked extensively with Class Counsel over the course of the twenty-seven months of investigation and litigation. For instance, Plaintiff also assisted with the review of documents, preparation of pleadings, and location of witnesses. Similarly, Plaintiff searched, located, and produced several documents in connection with the litigation and assisted Class Counsel in preparation of the complaint and mediation brief.

84. Additionally, Plaintiff remained available and responsive throughout the entire litigation to address all case needs. Plaintiff willingly came forward to protect and advance the rights of the Settlement Class on an important legal dispute affecting California employees. By way of example, Plaintiff assumed the serious risk of liability for Defendants' costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of June 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiff PRISCILLA ESTRADA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

PRISCILLA ESTRADA an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

MANPOWER TEMPORARY SERVICES
f.k.a. CPM, LTD. which will be doing business
in California as MANPOWER TEMPORARY
SERVICES, a Nevada corporation; CPM,
LTD., a Nevada corporation; C.L.M.P., LTD.,
a California corporation; EQUUS
WORKFORCE SOLUTIONS, a Kentucky
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 37-2022-00030943-CU-OE-CTL

[Action Filed August 4, 2022]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff PRISCILLA ESTRADA (hereinafter “Plaintiff”), an individual, on behalf of the Settlement Class, and in her representative capacity on behalf of the State of California and the Aggrieved Employees, Defendant CPM Ltd., Inc., dba Manpower of San Diego, and Defendant Res-Care, Inc., dba Equus Workforce Solutions (collectively, “Defendants”):

I. DEFINITIONS

- A. “Action” means the putative class and representative action lawsuit designated *Estrada v. Manpower Temporary Services f.k.a. CPM, Ltd., et al.*, San Diego Superior Court Case No. 37-2022-00030943-CU-OE-CTL, filed August 4, 2022.
- B. “Aggrieved Employees” means all persons who are previously were employed by Defendant CPM Ltd. Inc., dba Manpower of San Diego and assigned to work at the COVID hotels operated by Defendant Res-Care Inc. dba Equus Workforce Solutions in California and classified as non-exempt employees during the PAGA Period.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- D. “Attorneys’ Fees and Attorneys’ Expenses” means the amounts allocated to Class Counsel for reimbursement of all reasonable attorneys’ fees and litigation expenses, respectively, incurred to prosecute the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work including costs related to experts, all post-Settlement compliance procedures in an amount of up to one-third (1/3) of the Gross Settlement Amount for attorneys’ fees and in an amount not to exceed \$15,000 for litigation expenses. The Attorneys’ Fees Payment shall be divided between Class Counsel as follows: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.
- E. “Claims Administration Expenses” means the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$7,000.00.

- 1 F. “Class” or the “Class Members” means all persons who are or previously were
2 employed by Defendant CPM Ltd. Inc., dba Manpower of San Diego and assigned to
3 work at the COVID hotels operated by Defendant Res-Care Inc. dba Equus
4 Workforce Solutions in California and classified as non-exempt employees during the
5 Class Period.
- 6 G. “Class Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
7 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 8 H. “Class Data” means information regarding Class Members that Defendants will in
9 good faith compile from their records and provide to the Settlement Administrator. It
10 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
11 Member’s full name; last known address; Social Security Number; start dates and end
12 dates of employment.
- 13 I. “Class Period” means the period of August 4, 2018, to November 27, 2023.
- 14 J. “Class Representative” means plaintiff Priscilla Estrada.
- 15 K. “Court” means the Superior Court for the State of California, County of San Diego
16 currently presiding over the Action.
- 17 L. “Defendants” means CPM Ltd., Inc., dba Manpower of San Diego and Res-Care, Inc.,
18 dba Equus Workforce Solutions.
- 19 M. “Effective Date” means the later of: (i) if no timely objections are filed, or are
20 withdrawn prior to Final Approval, then the date of Final Approval; or (ii) if a Class
21 Member files an objection to the Settlement, the Effective Date shall be the sixty-first
22 (61st) calendar day after the date of Defendants are provided with copies of the Final
23 Judgment, provided no appeal is initiated by an objector; or (iii) if a timely appeal is
24 initiated by an objector, then the Effective Date will be the date of final resolution of
25 that appeal (including any requests for rehearing and/or petitions for certiorari),
26 resulting in final judicial approval of the Settlement.

- 1 N. "Funding Date" shall mean sixty (60) calendar days of the Effective Date and is the
2 date by which Defendants have paid the entire Gross Settlement Amount and the
3 employer's share of payroll tax as mandated by law to the Settlement Administrator
4 in accord with the terms of this Agreement.
- 5 O. "Gross Settlement Amount" means Two Hundred and Twenty-Five Thousand Dollars
6 and Zero Cents (\$225,000.00) that Defendants must pay into the QSF in connection
7 with this Settlement, inclusive of the sum of Claims Administration Expenses,
8 Attorney's Fees and Attorney's Expenses, Individual Settlement Payments, Service
9 Award and PAGA Payment and *exclusive* of the employer's share of payroll tax, if
10 any, triggered by any payment under this Settlement.
- 11 P. "Individual Settlement Payments" means the amount payable from the Net Settlement
12 Amount to each Settlement Class Member and excludes any amounts distributed to
13 Aggrieved Employees pursuant to PAGA.
- 14 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
15 Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and
16 Claims Administration Expenses.
- 17 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
18 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
19 than formatting changes to facilitate printing by the Settlement Administrator).
- 20 S. "Operative Complaint" means the Complaint on file in the Action filed on August 4,
21 2022.
- 22 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
23 Labor Code § 2698 *et seq.*
- 24 U. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
25 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
26 Aggrieved Employees during the PAGA Period.

- 1 V. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
2 Employee Payment, as defined herein, means the number of pay periods of
3 employment during the PAGA Period that each Aggrieved Employee worked in
4 California.
- 5 W. "PAGA Period" means the period of May 31, 2021, to November 27, 2023.
- 6 X. "PAGA Payment" shall mean Twelve Thousand Dollars and Zero Cents (\$12,000.00)
7 to be allocated from the Gross Settlement Amount, with 25% of the payment going
8 to the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the
9 payment going to the Labor and Workforce Development Agency ("LWDA
10 Payment"). The amount of the PAGA Penalties is subject to Court approval pursuant
11 to California Labor Code section 2699(I). Any reallocation of the Gross Settlement
12 Amount to increase the PAGA Penalties will not constitute grounds by either party to
13 void this Agreement, so long as the Gross Settlement Amount remains the same.
- 14 Y. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
15 Plaintiff or Defendants, individually.
- 16 Z. "Payment Ratio" means the respective Workweeks for each Class Member divided
17 by the sum total Workweeks for all Class Members.
- 18 AA. "Plaintiff" means Priscilla Estrada.
- 19 BB. "QSF" means the Qualified Settlement Fund established, designated, and maintained
20 by the Settlement Administrator to fund the Gross Settlement Amount.
- 21 CC. "Released Class Claims" means the release from the Class Members of all class
22 claims alleged in the operative complaint and/or Plaintiff's PAGA notice to the
23 LWDA which occurred during the Class Period, and expressly excluding all other
24 claims, including claims for vested benefits, wrongful termination, unemployment
25 insurance, disability, social security, workers' compensation, and class claims outside
26 of the Class Period; provided however that Defendants shall also be entitled to a full
27 and complete general release of all claims from Plaintiff pursuant to Section 1542 for

her individual claims.

DD. “Released PAGA Claims” means the release from the Aggrieved Employees of all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

EE. “Released Parties” means Defendants and all of their respective current and former partners, parents, subsidiaries, predecessors and successors, joint employers, and their affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt employees with the potential for individual liability, partners, shareholders, principals, agents, representatives, accountants, auditors, consultants, and any respective predecessors in interest, successors, subsidiaries, affiliates, parents, heirs, assigns, or legal representatives, attorneys, insurers, re-insurers, and claims representatives.

FF. “Response Deadline” means the deadline by which the Class Members must postmark or fax to the Settlement Administrator requests for exclusion, or postmark objections to the Settlement. The Response Deadline will be forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members.

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

HH. “Settlement Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any

1 person related to Defendants. *All accrued interest shall be paid and distributed to*
2 *the Settlement Class Members as part of their respective Individual Settlement*
3 *Payment.* The Parties each represent that they do not have any financial interest in
4 the Settlement Administrator or otherwise have a relationship with the Settlement
5 Administrator that could create a conflict of interest.

6 II. “Service Award” means an award in the amount of \$10,000 or in an amount that the
7 Court authorizes to be paid to Plaintiff, in addition to her Individual Settlement
8 Payment and her individual Aggrieved Employee Payment, for settlement of her
9 individual retaliation and wrongful termination claims in exchange for a full and
10 complete release of all claims pursuant to Civil Code Section 1542 and in recognition
11 of her efforts and risks in assisting with the prosecution of wage and hour claims in
12 the Action.

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

16 KK. “Workweeks,” for purposes of calculating the distribution of the Net Settlement
17 Amount, means the estimated number of weeks of employment during the Class
18 Period that each Class Member was employed by Defendants in California,
19 subtracting days on leave (if any) and rounding up to the nearest whole number. Any
20 ambiguities will be resolved on a good faith basis based upon Defendants’ reasonably
21 accessible electronic records.

22 **II. RECITALS**

23 A. On May 31, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce
24 Development Agency (LWDA) and served the same on Defendants.

25 B. On September 20, 2022, Plaintiff filed an Amended Notice of Violations with the
26 Labor and Workforce Development Agency (LWDA) and served the same on
27

Defendants to add CPM Ltd. Inc., dba Manpower of San Diego as a DOE Defendant and additional employer to the Action.

C. On August 4, 2022, Plaintiff filed the Action, alleging claims for:

1. Unfair competition (Bus. & Prof. Code §§ 17200 *et seq.*);
2. Failure to pay minimum wages (Labor Code §§ 1194, 1197, and 1197.1)
3. Failure to pay overtime wages (Labor Code §§ 510 *et seq.*);
4. Meal period violations (Labor Code §§ 226.7, 512 and the applicable Wage Order);
5. Rest period violations (Labor Code §§ 226.7, 516 and the applicable wage order);
6. Wage statement violations (Labor Code § 226 and 226.2 *et seq.*);
7. Failure to provide wages when due (Labor Code §§ 201, 202, 203; 204);
8. Failure to reimburse employees for required expenses (Labor Code § 2802);
9. Wrongful termination in violation of public policy;
10. Retaliation (Labor Code §§ 6310 and 1102.5); and
11. Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*)

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

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

times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

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

G. On July 18, 2023, the Parties participated in mediation presided over by Hon. Judge Steven Denton (Ret.), an experienced mediator of class and PAGA actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding.

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

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

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

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

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

15 **III. TERMS OF AGREEMENT**

16 A. Settlement Consideration and Settlement Payments by Defendants.

17 1. Settlement Consideration. In full and complete settlement of the Action, and
18 in exchange for the releases set forth below, Defendants will pay the sum of
19 the Claims Administration Expenses, Attorney's Fees and Attorney's
20 Expenses, Service Award, and PAGA Payment, as specified in this
21 Agreement, equal to the Gross Settlement Amount of Two Hundred and
22 Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00). The Parties
23 agree that this is a non-reversionary Settlement and that no portion of the
24 Gross Settlement Amount shall revert to Defendants. Other than the
25 Defendants' share of employer payroll taxes and as provided in Section III.A.4
26 below, Defendants shall not be required to pay more than the Gross Settlement
27 Amount.

- 1 2. Class Size. Defendants represent that the Class was comprised of
2 approximately 127 individuals who collectively worked approximately 2,089
3 workweeks during the Class Period. If the workweek number increases by
4 more than 10% of the estimate stated herein, the Settlement Amount will
5 increase proportionally for the number of workweeks over 110% of 2,089
6 (2,298).
- 7 3. Settlement Payment. Defendants shall deposit their respective share of the
8 Gross Settlement Amount into the QSF, through the Settlement Administrator
9 on or before the Funding Date. Any interest accrued will be added to the NSA
10 and distributed to the Settlement Class Members except that if final approval
11 is reversed on appeal, then Defendants are entitled to prompt return of the
12 principal and all interest accrued.
- 13 4. Defendants' Share of Payroll Taxes. Defendants' respective share of employer
14 side payroll taxes is in addition to the Gross Settlement Amount and shall be
15 paid together with the Gross Settlement Amount on the Funding Date.
- 16 B. Release by Settlement Class Members. As of the date each respective Defendant pays
17 its portion of the Gross Settlement Amount, in exchange for the consideration set forth
18 in this Agreement, Plaintiff and the Settlement Class Members release the Released
19 Parties as to that Defendant from the Released Class Claims for the Class Period,
20 provided that Defendants shall also be entitled to a full and complete release of all
21 claims from Plaintiff pursuant to Section 1542 for her individual retaliation, wrongful
22 termination, and wage and hour claims.
- 23 C. Release by the Aggrieved Employees. As of the date each respective Defendant pays
24 its portion of the Gross Settlement Amount, in exchange for the consideration set forth
25 in this Agreement, the Plaintiff, the LWDA and the State of California release the
26 Released Parties as to that Defendant from the Released PAGA Claims for the PAGA

1 Period. As a result of this release, the Aggrieved Employees shall be precluded from
2 bringing claims against Defendants for the Released PAGA Claims.

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

25
26 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
27 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***

***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.***

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto. Nothing in this release prevents or restricts the disclosure of factual information related to a claim filed in a civil action or a complaint filed in an administrative action with respect to an act of sexual assault,

1 sexual harassment, or *any* prohibited workplace harassment or discrimination, failure
2 to prevent an act of workplace harassment or discrimination, or retaliation against a
3 person for reporting or opposing harassment or discrimination under FEHA. Plaintiff
4 acknowledges that she has had more than 5 business days to consult an attorney of
5 Plaintiff's choice, at Plaintiff's expense, and that Plaintiff has done so. Plaintiff may
6 sign this Agreement prior to the end of this period and if she does so she specifically
7 acknowledges and agrees that her decision to accept this shortening of time is knowing
8 and voluntary and is not induced by Defendants through fraud, misrepresentation, or a
9 threat to withdraw or alter the offer prior to the expiration of the reasonable time
10 period, or by providing different terms to employees who sign such an agreement prior
11 to the expiration of such time period.

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

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

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

- 1 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
2 and shall not be admissible in any judicial, administrative or arbitral
3 proceeding for any purpose or with respect to any issue, substantive or
4 procedural;
- 5 2. The conditional class certification (obtained for any purpose) shall be void *ab*
6 *initio* and of no force or effect, and shall not be admissible in any judicial,
7 administrative or arbitral proceeding for any purpose or with respect to any
8 issue, substantive or procedural; and
- 9 3. None of the Parties to this Settlement will be deemed to have waived any
10 claims, objections, defenses or arguments in the Action, including with respect
11 to the issue of class certification.

12 G. In the event that all other conditions of the settlement are met, and all Court approvals
13 are obtained, and Defendants fail to fund the Gross Settlement Amount, Defendants
14 shall bear the sole responsibility for any cost to issue or reissue any curative notice to
15 the Settlement Class Members and all Claims Administration Expenses incurred to the
16 date of nullification.

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

26 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
27 effect of the payments called for, and Class Members and/or Aggrieved Employees are

1 not relying on any statement or representation by the Parties in this regard. Class
2 Members and/or Aggrieved Employees understand and agree that they will be
3 responsible for the payment of any taxes and penalties assessed on the Individual
4 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
5 Employee Payment described and will be solely responsible for any penalties or other
6 obligations resulting from their personal tax reporting of Individual Settlement
7 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
8 Payment.

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

1 K. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
2 preliminary approval within sixty (60) calendar days of execution of this Agreement,
3 or within the statutory timeframe as determined by the Court's setting of the
4 preliminary approval hearing, which shall include this Settlement Agreement. Class
5 counsel shall provide any documents to be submitted to the Court pursuant to this
6 paragraph to Defendants' counsel for review no less than four (4) business days prior
7 to filing.

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

26 M. Notice Procedure.

1. Class Data. No later than thirty (30) calendar days after the Preliminary Approval Date, Defendant CPM Ltd., Inc., dba Manpower of San Diego shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.
2. Notice Packets.
 - a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the 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 Individual Settlement Payment and/or 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 the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement 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 Workweeks. The Notice will also advise the Aggrieved Employees

1 that they will release the Released PAGA Claims and will receive their
2 share of the Aggrieved Employee Payment regardless of whether they
3 request to be excluded from the Settlement.

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

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

20 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
21 Administrator as non-delivered on or before the Response Deadline shall be
22 re-mailed to any forwarding address provided. If no forwarding address is
23 provided, the Settlement Administrator shall promptly attempt to determine a
24 correct address by lawful use of skip-tracing, or other search using the name,
25 address and/or Social Security number of the Class Member involved, and
26 shall then perform a re-mailing, if another mailing address is identified by the
27 Settlement Administrator. Class Members who received a re-mailed Notice

1 Packet shall have their Response Deadline extended fifteen (15) days from the
2 original Response Deadline.

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

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

19 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
20 Packet shall state that Class Members who wish to exclude themselves from
21 the Settlement must submit a signed copy of the Request for Exclusion form
22 to the Settlement Administrator by the Response Deadline. A Request for
23 Exclusion form will be mailed together with the Notice Packet to all Class
24 Members. The Request for Exclusion will not be valid if it is not timely
25 submitted, if it is not signed by the Class Member, or if it does not contain the
26 name and address and last four digits of the Social Security number of the
27 Class Member. The date of the postmark on the mailing envelope or fax stamp

1 on the Request for Exclusion shall be the exclusive means used to determine
2 whether the request for exclusion was timely submitted. Any Class Member
3 who submits a timely Request for Exclusion shall be excluded from the
4 Settlement Class will not be entitled to an Individual Settlement Payment and
5 will not be otherwise bound by the terms of the Settlement or have any right
6 to object, appeal or comment thereon. However, any Class Member that
7 submits a timely Request for Exclusion that is also an Aggrieved Employee
8 will still receive his/her pro rata share of the Aggrieved Employee Payment,
9 as specified below, and in consideration, will be bound by the Release by the
10 PAGA Class as set forth herein. Class Members who fail to submit a valid
11 and timely Request for Exclusion on or before the Response Deadline shall be
12 bound by all terms of the Settlement and any final judgment entered in this
13 Action if the Settlement is approved by the Court. No later than fourteen (14)
14 calendar days after the Response Deadline, the Settlement Administrator shall
15 provide counsel for the Parties with a final list of the Class Members who have
16 timely submitted timely Requests for Exclusion.

- 17 8. Objections. The Notice of Class Action Settlement contained in the Notice
18 Packet shall state that Class Members who wish to object to the Settlement
19 may submit to the Settlement Administrator a written statement of objection
20 (“Notice of Objection”) by the Response Deadline, provided they have not
21 filed a Request for Exclusion. The postmark date of mailing shall be deemed
22 the exclusive means for determining that a Notice of Objection was served
23 timely. The Notice of Objection, if in writing, must be signed by the
24 Settlement Class Member and state: (1) the case name and number; (2) the
25 name of the Settlement Class Member; (3) the address of the Settlement Class
26 Member; (4) the last four digits of the Settlement Class Member’s Social
27 Security number; (5) the basis for the objection; and (6) if the Settlement Class

1 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
2 Settlement Class Members who fail to make objections in writing in the
3 manner specified above may still make their objections orally at the Final
4 Approval/Settlement Fairness Hearing with the Court's permission.
5 Settlement Class Members will have a right to appear at the Final
6 Approval/Settlement Fairness Hearing to have their objections heard by the
7 Court regardless of whether they submitted a written objection. At no time
8 shall any of the Parties or their counsel seek to solicit or otherwise encourage
9 Class Members to file or serve written objections to the Settlement or appeal
10 from the Order and Final Judgment. Class Members who submit a written
11 request for exclusion may not object to the Settlement. Class Members may
12 not object to the PAGA Penalties.

13 N. Allocation of the Gross Settlement Amount. The Gross Settlement Amount shall be
14 allocated as follows:

- 15 1. Calculation of Individual Settlement Payments. Individual Settlement
16 Payments shall be paid from the Net Settlement Amount and shall be paid
17 pursuant to the formula set forth herein. Using the Class Data, the Settlement
18 Administrator shall add up the total number of Workweeks for all Class
19 Members. The respective Workweeks for each Class Member will be divided
20 by the total Workweeks for all Class Members, resulting in the Payment Ratio
21 for each Class Member. Each Class Member's Payment Ratio will then be
22 multiplied by the Net Settlement Amount to calculate each Class Member's
23 estimated Individual Settlement Payments. Each Individual Settlement
24 Payment will be reduced by any legally mandated employee tax withholdings
25 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
26 Members who submit valid and timely requests for exclusion will be
27 redistributed to Settlement Class Members who do not submit valid and timely

requests for exclusion on a pro rata basis based on their respective Payment Ratios.

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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

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

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

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

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

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

1 Member and/or Aggrieved Employees to request reissuance in the event the
2 check was destroyed, lost or misplaced. In the event an Individual Settlement
3 Payment and/or Aggrieved Employees' individual share of the PAGA
4 Penalties check has not been cashed within one hundred and eighty (180) days,
5 all funds represented by such uncashed checks, plus any interest accrued
6 thereon, shall be paid to the Community Law Project, a Cy Pres, pursuant to
7 California Code of Civil Procedure section 384.

- 8 9. Service Award. In addition to the Individual Settlement Payment as a
9 Settlement Class Member and her individual share of the Aggrieved
10 Employee Payment, Plaintiff will apply to the Court for an award of not more
11 than \$10,000.00, as the Service Award. Defendants will not oppose a Service
12 Award of not more than \$10,000.00 to Plaintiff for settlement of her individual
13 retaliation and wrongful termination claims in exchange for a full and
14 complete release of all claims pursuant to Civil Code Section 1542 and for her
15 service on the wage and hour claims. The Settlement Administrator shall pay
16 the Service Award, either in the amount stated herein if approved by the Court
17 or some other amount as approved by the Court, to Plaintiff from the Gross
18 Settlement Amount no later than thirty (30) business days after the Funding
19 Date. Any portion of the requested Service Award that is not awarded to the
20 Class Representative shall be part of the Net Settlement Amount and shall be
21 distributed to Settlement Class Members as provided in this Agreement. The
22 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
23 for her Service Award. Plaintiff shall be solely and legally responsible to pay
24 any and all applicable taxes on her Service Award and shall hold harmless the
25 Released Parties from any claim or liability for taxes, penalties, or interest
26 arising as a result of the Service Award. Approval of this Settlement shall not
27 be conditioned on Court approval of the requested amount of the Service

Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class Counsel will file a motion for or Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be \$75,000.00 **and** Attorneys' Expenses supported by declaration not to exceed Fifteen Thousand Dollars (\$15,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than thirty (30) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Twelve Thousand Dollars (\$12,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Penalties"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$9,000) to the California Labor and Workforce Development Agency no later than thirty (30) business days after the Effective Date

(hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment (\$3,000) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

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

O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff will provide Defendants with a draft of the Motion and accompanying Proposed Order at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual

1 Settlement Payment, the Administration Costs, and any other information as
2 the Parties mutually agree or the Court orders the Settlement Administrator to
3 provide.

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

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

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

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

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

22 R. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate
24 this Agreement and to take all appropriate Action required or permitted to be taken by
25 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
26 documents required to effectuate the terms of this Agreement. The persons signing
27 this Agreement on behalf of Defendants represents and warrants that he/she is

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

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

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

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

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

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

26 X. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
27 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. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
10 certification for purposes of this settlement only.

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

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

22 DATED: Dec 18, 2023

23 
Priscilla Estrada (Dec 18, 2023 08:38 PST)

24 PRISCILLA ESTRADA

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

2

3 DATED:

CPM Ltd. Inc., dba Manpower of San Diego

4

5

Printed Name

6

7

Title

8

9 DATED:

Jeffrey J. Chapuran

Res-Care, Inc., dba Equus Workforce Solutions

10

11

Jeffrey J. Chapuran

12

Printed Name

13

Associate General Counsel, Brightspring Health

14

Title

15

16 IT IS SO AGREED AS TO FORM BY COUNSEL:

17

18 DATED: Dec. 18, 2023

JCL LAW FIRM, A.P.C.

19

By:



20

Attorneys for Plaintiff and the Settlement Class
Members

21

22

23 DATED: Dec. 18, 2023

ZAKAY LAW GROUP, APLC

24

By:



25

Attorneys for Plaintiff and the Settlement Class
Members

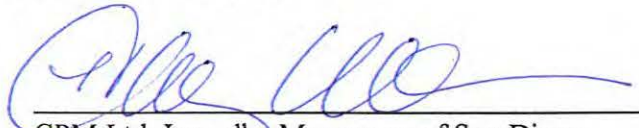
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1 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

2
3 DATED: 12-18-2023


CPM Ltd. Inc., dba Manpower of San Diego

4
5 Printed Name

6
7 Title

8
9 DATED: _____

Res-Care, Inc., dba Equus Workforce Solutions

10
11 Printed Name

12
13 Title

14
15
16 IT IS SO AGREED AS TO FORM BY COUNSEL:

17
18 DATED: Dec. 18, 2023

JCL LAW FIRM, A.P.C.

19 By: 

20 Attorneys for Plaintiff and the Settlement Class
21 Members

22
23 DATED: Dec. 18, 2023

ZAKAY LAW GROUP, APLC

24 By: 

25 Attorneys for Plaintiff and the Settlement Class
26 Members

1
2 DATED: 12/15/2023

LAGASSE BRANCH BELL & KINKEAD LLP

3 By: 

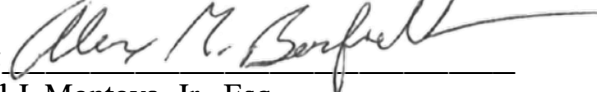
4 Michael W. Healy, Esq.

5 Ryan G. Blackstone-Gardner, Esq.

6 Attorneys for Defendant CPM Ltd., Inc., dba
Manpower of San Diego

7
8 DATED: December 15, 2023

HAWKINS PARNELL & YOUNG LLP

9 By: 

10 Phil J. Montoya, Jr., Esq.

11 Alex M. Barfield, Esq.

12 Attorneys for Defendant Res-Care, Inc., dba Equus
13 Workforce Solutions
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EXHIBIT A

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

Estrada v. Manpower Temporary Services f.k.a. CPM, Ltd., et al.
San Diego Superior Court Case No. 37-2022-00030943-CU-OE-CTL

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Priscilla Estrada (“Plaintiff”), Defendant CPM Ltd., Inc., dba Manpower of San Diego, and Defendant Res-Care, Inc., dba Equus Workforce Solutions (collectively, “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All persons who are or previously were employed by Defendant CPM Ltd. Inc., dba Manpower of San Diego and assigned to work at the COVID hotels operated by Defendant Res-Care Inc. dba Equus Workforce Solutions in California and classified

as non-exempt employees during the Class Period.

The “Class Period” is the period of time beginning August 4, 2018, through November 27, 2023.

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

2. What is this class action lawsuit about?

On August 4, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims that Defendants: (1) Violated California Business and Professions Code § 17200 *et seq.*; (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (7) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202, and 203; (8) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Wrongfully terminated Plaintiff’s employment in violation of public policy; (10) Retaliated against Plaintiff in violation of California Labor Code §§ 6310 and 1102.5; and (11) Violated the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

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

On July 18, 2023, the Parties participated in mediation presided over by Hon. Judge Steven Denton (Ret.), an experienced mediator of class and PAGA actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Two Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Claims Administration Expenses, Attorneys’ Fees and Attorneys’ Expenses, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$7,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Attorneys' Expenses. Payment to Class Counsel of an award of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$75,000.00) and Attorneys' Expenses of not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. Service Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, for the risks she undertook, and the release of her wrongful termination and retaliation claims.
- PAGA Payment. A payment of \$12,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$9,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$3,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.

- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all persons who are previously were employed by Defendant CPM Ltd. Inc., dba Manpower of San Diego and assigned to work at the COVID hotels operated by Defendant Res-Care Inc. dba Equus Workforce Solutions in California and classified as non-exempt employees during the PAGA Period. The PAGA Period means the period of May 31, 2021, through November 27, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest (“Penalty and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means the

1 release from the Class Members of all class claims alleged in the operative complaint and/or
2 Plaintiff's PAGA notice to the LWDA which occurred during the Class Period, and expressly
3 excluding all other claims, including claims for vested benefits, wrongful termination,
unemployment insurance, disability, social security, workers' compensation, and class claims
outside of the Class Period.

4 The Released PAGA Claims shall be released as follows. As of the Effective Date and upon funding
5 in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all
6 Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be
7 bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA
8 claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred
9 during the PAGA Period, and expressly excluding all other claims, including claims for vested
benefits, wrongful termination, unemployment insurance, disability, social security, workers'
compensation, and PAGA claims outside of the PAGA Period.

10 This means that, if you do not timely and formally exclude yourself from the settlement, you cannot
11 sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved
12 by this Settlement. It also means that all of the Court's orders in this Action will apply to you and
legally bind you.

13 **5. How much will my payment be?**

14 Defendants' records reflect that you have <<____>> Workweeks worked during the Class
Period (August 4, 2018, through November 27, 2023).

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

16 Defendants' records reflect that you have <<____>> pay periods worked during the PAGA
17 Period (May 31, 2021, through November 27, 2023).

18 Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

19 If you wish to challenge the information set forth above, then you must submit a written, signed
20 dispute challenging the information along with supporting documents, to the Settlement
21 Administrator at the address provided in this Notice no later than _____ [forty-five (45)
days after the Notice or fifteen (15) days after the re-mailed Notice].

22 **6. How can I get a payment?**

23 To get money from the settlement, you do not have to do anything. A check for your settlement
24 payment will be mailed automatically to the same address as this Notice. If your address is incorrect
25 or has changed, you must notify the Settlement Administrator. The Settlement Administrator is:
Apex Class Action LLC.

26 The Court will hold a hearing on _____, 2024 at ____ a.m./p.m. to decide whether to finally
27 approve the Settlement. If the Court approves the Settlement and there are no objections or appeals,

1 payments will be mailed within a few months after this hearing. If there are objections or appeals,
2 resolving them can take time, perhaps more than a year. Please be patient. After entry of the
3 Judgment, the Settlement Administrator will provide notice of the final judgment to the Class
4 Members by posting a copy of the Judgment on the administrator's website at
www._____.com

5 **7. What if I don't want to be a part of the Settlement?**

6 If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or
7 "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be**
8 **bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself
from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to
have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

9 To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed
10 and dated request for exclusion postmarked no later than _____. The address for the
Settlement Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700.
11 The request for exclusion must state in substance that the Class Member has read the Class Notice
and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled
12 *Estrada v. Manpower Temporary Services f.k.a. CPM, Ltd., et al.*, currently pending in Superior
Court of San Diego, Case No. 37-2022-00030943-CU-OE-CTL. The request for exclusion must
13 contain your name, address, signature and the last four digits of your Social Security Number for
verification purposes. The request for exclusion must be signed by you. No other person may opt out
14 for a member of the Class.

15 Written requests for exclusion that are postmarked after _____, or are incomplete or
16 unsigned will be rejected, and those Class Members will remain bound by the Settlement and the
release described above.

17 **8. How do I tell the Court that I would like to challenge the Settlement?**

18 Any Class Member who has not opted out and believes that the Settlement should not be finally
19 approved by the Court for any reason, may object to the proposed Settlement. Objections may be in
20 writing and state the Class Member's name, current address, telephone number, and describe why
you believe the Settlement is unfair and whether you intend to appear at the final approval hearing.
21 All written objections or other correspondence must also state the name and number of the case,
which is *Estrada v. Manpower Temporary Services f.k.a. CPM, Ltd., et al., San Diego County*
22 *Superior Court, Case No. 37-2022-00030943-CU-OE-CTL*. You may also object without
submitting a written objection by appearing at the final approval hearing scheduled as described in
23 Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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

**Counsel for Defendant CPM
Ltd., Inc., dba Manpower of San
Diego:**

Ryan Blackstone-Gardner, Esq.
Michael W. Healy, Esq.
Lagasse Branch Bell & Kinhead
4365 Executive Drive, Suite 950
San Diego, CA 92121
T: 858-345-5077
F: 858-345-5025
rbg@lbbklaw.com
mhealy@lbbklaw.com

**Counsel for Defendant Res-Care,
Inc., dba Equus Workforce
Solutions:**

Phil J. Montoya, Jr., Esq.
Hawkins Parnell & Young LLP
445 South Figueroa Street, Suite
3200
Los Angeles, CA 90071-1651
T: 213-486-8000
F: 213-486-8080
pmontoya@hpylaw.com

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

The Court will hold a Final Approval Hearing on ____, 2024 at __ a.m/p.m. at the San Diego County Superior Court, Department C-75, located at 330 W. Broadway San Diego, CA 92101 before Judge James A. Mangione. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 20371 Irvine Avenue, Newport Beach, CA 92660 or write to *Estrada v. Manpower Temporary Services f.k.a. CPM, Ltd., et al., San Diego County Superior Court, Case No. 37-2022-00030943-CU-OE-CTL*, Settlement Administrator, c/o _____.

1 This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You
2 may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents
3 by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by
4 visiting the website listed in this notice. Please do not contact Defendants.
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1 **PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

2 **IMPORTANT:**

- 3 • You must inform the Settlement Administrator of any change of address to ensure receipt of
- 4 your settlement payment.
- 5 • Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In
- 6 such event, the Settlement Administrator shall transmit any uncashed checks to the
- 7 Community Law Project, a Cy Pres, pursuant to California Code of Civil Procedure section
- 8 384. If your check is lost or misplaced, you should contact the Settlement Administrator
- 9 immediately to request a replacement.

EXHIBIT 2

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
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Attorneys for Plaintiff PRISCILLA ESTRADA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

PRISCILLA ESTRADA an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

MANPOWER TEMPORARY SERVICES f.k.a.
CPM, LTD. which will be doing business
in California as MANPOWER TEMPORARY
SERVICES, a Nevada corporation; CPM, LTD.,
a Nevada corporation; C.L.M.P., LTD., a
California corporation; EQUUS WORKFORCE
SOLUTIONS, a Kentucky
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00030943-CU-OE-CTL

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: February 2, 2024

Time: 9:00 a.m.

Judge: Hon. James A. Mangione

Department: C-75

Trial Date: N/A

Action Filed: August 4, 2022

ELECTRONICALLY RECEIVED

Superior Court of California,
County of San Diego

01/10/2024 at 01:48:08 PM

Clerk of the Superior Court

By ~~Nora Lopez, Deputy Clerk~~

~~San Diego Superior Court
Central Division~~

FEB 02 2024

Clerk of the Superior Court

By: A. Yim, Deputy

[PROPOSED] ORDER

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable James A. Mangione of the Superior Court of the
3 State of California, in and for the County of San Diego, at 9:00 a.m. on February 2, 2024, with the
4 attorneys from the JCL Law Firm, APC and Zakay Law Group, APLC as counsel for Plaintiff Priscilla
5 Estrada ("Plaintiff"), counsel from Lagasse Branch Bell & Kinhead LLP appearing for Defendant CPM
6 Ltd., Inc., dba Manpower of San Diego, and counsel from Hawkins Parnell & Young LLP appearing for
7 Defendant Res-Care, Inc., dba Equus Workforce Solutions (collectively "Defendants"). The Court,
8 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
9 and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class and
10 PAGA Action Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
13 Claims and Release of Claims ("Settlement Agreement" or "Agreement") a true and correct copy of
14 which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the Settlement
15 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of
16 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all terms
18 defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
20 Defendants shall pay is Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00). It
21 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
22 reasonable as to all potential Class Members when balanced against the probable outcome of further
23 litigation relating to certification, liability, and damages issues. It further appears that investigation and
24 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
25 respective positions. It further appears to the Court that settlement at this time will avoid substantial
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
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1 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
2 intensive, serious, and non-collusive arms-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
5 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
6 that the monetary settlement awards made available to the Class Members are fair, adequate, and
7 reasonable when balanced against the probable outcome of further litigation relating to certification,
8 liability, and damages issues.

9 5. The Agreement specifies for Attorneys' Fees awarded to Class Counsel in the amount of
10 up-to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated to be Seventy-
11 Five Thousand Dollars and Zero Cents (\$75,000.00) *and* an award of Attorneys' Expenses not to exceed
12 Fifteen Thousand Dollars and Zero Cents (\$15,000.00), and proposed Service Award to the Class
13 Representative, Priscilla Estrada, in an amount not to exceed Ten Thousand Dollars and Zero Cents
14 (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will not
15 approve the Attorneys' Fees, Attorneys' Expenses, or the Service Award, until the Final Approval
16 Hearing. Class Counsel and the Class Representative will be required to present evidence supporting
17 these requests, including lodestar, prior to final approval.

18 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
19 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
20 proceeding should this Settlement not become final. For settlement purposes only, the Court
21 conditionally certifies the following Class:
22

23 All persons who are or previously were employed by Defendant CPM LTD
24 Inc., dba Manpower of San Diego and assigned to work at the COVID hotels
25 operated by Defendant Res-Care Inc. dba Equus Workforce Solutions in
26 California and classified as non-exempt employees during the period
27 beginning on August 4, 2018 to November 27, 2023.
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1 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
2 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class
3 Members are ascertainable and so numerous that joinder of all members of the Class Members is
4 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
5 community of interest amongst the Class Members with respect to the subject matter of the litigation;
6 (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
7 Representative will fairly and adequately protect the interests of the Class Members; (e) a class action
8 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
9 Counsel are qualified to act as counsel for the Class Representative in her individual capacity and as the
10 representative of the Class Members.

11 8. The Court provisionally appoints plaintiff Priscilla Estrada as the representative of the
12 Class Members.

13 9. The Court provisionally appoints the attorneys of the JCL LAW FIRM, APC, and of
14 ZAKAY LAW GROUP, APLC, as Class Counsel for the Class Members.

15 10. The Court hereby approves, as to form and content, the proposed Notice Packet attached
16 to the Agreement as **Exhibit "A"**. The Court finds that the Notice Packet appears to fully, and accurately
17 inform the Class Members of all material elements of the proposed Settlement, including Class
18 Members' right to be excluded from the Class by submitting a written request for exclusion, and of each
19 Class Member's right and opportunity to object to the Settlement. The Court further finds that the
20 distribution of the Notice Packet substantially in the manner and form set forth in the Agreement and
21 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,
22 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
23 of the Notice Packet by first class mail, pursuant to the terms set forth in the Agreement.

24 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within
25 ten (10) business days of this order, Defendants shall provide, to the Settlement Administrator the Class
26 Data, including information regarding Class Members that Defendants will in good faith compile from
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1 their records, including each Settlement Class Member's full name; last known address; Social Security
2 Number; start dates and end dates of employment. No later than twenty-one (21) calendar days after the
3 entry of this order, the Settlement Administrator shall mail the Notice Packet to all identified, potential
4 Class Members via first class U.S. Mail using the most current mailing address information available.

5 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
6 Settlement of the Released Claims. Any Class Member may individually choose to opt out of and be
7 excluded from the Settlement of the Released Claims as provided in the Notice Packet by following the
8 instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the
9 Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is
10 forty-five (45) calendar days after the date the Notice Packet is mailed to the Class Members or, in the
11 case of a re-mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline.
12 Any such person who chooses to opt out of and be excluded from the Settlement of the Released Claims
13 will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by
14 the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not
15 requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A
16 request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of
17 a group, class, or subclass of individuals is not permitted and will be deemed invalid.

18 13. Any Class Member who has not opted out may appear at the final approval hearing and
19 may object or express the Class Member's views regarding the Settlement and may present evidence and
20 file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
21 the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
22 Settlement Administrator mails the Notice Packets to postmark their written objections to the Settlement
23 Administrator.
24

25 14. A final approval hearing shall be held before this Court on July 19, 2024 at
26 9 AM in Department C-75 of the San Diego County Superior Court to determine all necessary
27 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
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1 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
2 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
3 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
4 to the Class Members; and to finally approve the Attorneys' Fees, Attorneys' Expenses, Service Award,
5 the PAGA Payment, and the Claims Administration Expenses. All papers in support of the motion for
6 final approval and the motion for Attorneys' Fees, Attorneys' Expenses and Service Award shall be
7 filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

8 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
9 be construed as a concession or admission by Defendants in any way, and shall not be used as evidence
10 of, or used against Defendants as, an admission or indication in any way, including with respect to any
11 claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any
12 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
13 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
14 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
15 received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not
16 limited to, evidence of a presumption, concession, indication or admission by Defendants of any
17 liability, fault, wrongdoing, omission, concession or damage.

18 16. In the event the Settlement does not become effective in accordance with the terms of the
19 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
20 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
21 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
22 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used,
23 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
24 Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.
25

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1 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
2 and all dates provided for in the Agreement without further notice to Class Members and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
4

5
6 IT IS SO ORDERED.

7 Dated: 2/2/24

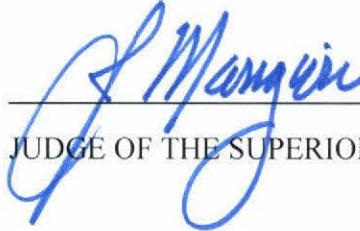
 **JAMES A. MANGIONE**
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

Elizabeth Flores

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, December 18, 2023 3:43 PM
To: Elizabeth Flores
Subject: Thank you for your Proposed Settlement Submission

12/18/2023 03:42:58 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:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cliz%40zakaylaw.com%7Ce45185809d4342897fc708dc002320d5%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638385398080676155%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Iik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=R6xWqLhGD%2BK9iixZhZST4XaW%2FJ2x0IX8IVABYLc%2Fhxo%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Estrada v. Manpower (002-334)						
05/31/2022	Expense		LWDA		75.00	75.00
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	20.90	95.90
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	29.92	125.82
08/05/2022	Expense		One Legal LLC	One Legal Order Number: 18675298 - Filing Fee Re: Complaint, Civil Case Cover Sheet, Original Summons	1,490.20	1,616.02
08/12/2022	Expense		One Legal LLC	One Legal Order Number: 18683924 - Filing Fee Re: Original Summons	12.87	1,628.89
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	0.20	1,629.09
09/30/2022	Expense		One Legal LLC	One Legal Order Number: 18955863 - Filing Fee Re: Amended to Complaint/Cross-Complaint naming Doe, Proof of Service	12.87	1,641.96
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	0.20	1,642.16
10/25/2022	Expense		One Legal LLC	One Legal Order Number: 19170597 - Filing Fee Re: Notice and Acknowledgement of Receipt	12.87	1,655.03
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	0.20	1,655.23
11/08/2022	Check	3012	Knox Attorney Services, Inc.	Invoice No. 4381295 - Service On: Equus Workforce Solutions	198.95	1,854.18
12/08/2022	Check	3047	Knox Attorney Services, Inc.	Inv. 4381295	198.95	2,053.13
01/31/2023	Journal Entry	Jan 2023 Postage		Postage for January 2023	0.57	2,053.70
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	0.90	2,054.60
03/02/2023	Expense		One Legal LLC	One Legal Order no. 19938777 - Filing Fee Re: Case Management Statement, Proof of Service	13.33	2,067.93
03/06/2023	Check	3168	Knox Attorney Services, Inc.	Inv 4393511 - Service of Process on Equus Workforce Solutions	202.95	2,270.88
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.50	2,271.38
05/10/2023	Expense		One Legal LLC	One Legal Order Number: 20109391 - Filing Fee RE: Stipulation - Other - Fee Due, Proof of Service	33.92	2,305.30
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	0.10	2,305.40
06/05/2023	Check	3288	Judicate West	Invoice Number :591724	2,662.50	4,967.90
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.20	4,968.10
06/30/2023	Journal Entry	June 2023 Postage		Postage for June 2023	1.20	4,969.30
08/07/2023	Check	3359	Berger Consulting Group	Inv. 8897	1,075.00	6,044.30
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.70	6,045.00
09/06/2023	Check	3412	Judicate West	Invoice Number : 606404	495.00	6,540.00
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.40	6,540.40
09/30/2023	Journal Entry	Sept. 2023 Postage		Postage for September 2023	1.26	6,541.66
Total for Estrada v. Manpower (002-334)					\$6,541.66	
TOTAL					\$6,541.66	

EXHIBIT 6

Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
06/18/2021	No	Jean Claude Lapuyade	Case Management - R&R NOA	700.00	0.3	210.00	210.00
05/16/2022	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Employee File and Employee Document	700.00	4.9	3,430.00	3,640.00
05/19/2022	No	Jean Claude Lapuyade	Legal Research - Claim Analysis, Meal, Rest, 2802, 226	700.00	6.1	4,270.00	7,910.00
05/24/2022	No	Jean Claude Lapuyade	TCW Client RE Claim Analysis	700.00	1.1	770.00	8,680.00
05/26/2022	No	Jean Claude Lapuyade	Legal Research - LWDA Pre-filing Statutes	700.00	1.8	1,260.00	9,940.00
05/27/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	700.00	3.4	2,380.00	12,320.00
05/31/2022	No	Jean Claude Lapuyade	Drafted PAGA letter	700.00	1.5	1,050.00	13,370.00
08/02/2022	No	Jean Claude Lapuyade	Revised complaint to incorporate PAGA COA	700.00	1.8	1,260.00	14,630.00
08/03/2022	No	Jean Claude Lapuyade	Case Management - TCW OC Re Status	700.00	0.3	210.00	14,840.00
10/03/2022	No	Jean Claude Lapuyade	Case Management - TCW OC Re Service and Mediation	700.00	0.5	350.00	15,190.00
10/28/2022	No	Sydney Castillo-Johnson	Settlement - Emails to/from OC Re SAR	450.00	0.4	180.00	15,370.00
11/04/2022	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	700.00	2	1,400.00	16,770.00
12/02/2022	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	700.00	1.3	910.00	17,680.00
12/02/2022	No	Jean Claude Lapuyade	Legal Research - Motion to Strike and Demurrer (Laches and SOL)	700.00	3.2	2,240.00	19,920.00
12/19/2022	No	Sydney Castillo-Johnson	Case management	450.00	0.4	180.00	20,100.00
01/04/2023	No	Sydney Castillo-Johnson	Draft discovery	450.00	1	450.00	20,550.00
01/05/2023	No	Sydney Castillo-Johnson	Discovery - draft SI (Set 1)	450.00	1	450.00	21,000.00
01/08/2023	No	Sydney Castillo-Johnson	Case management - review case needs and strategy with staff	450.00	0.3	135.00	21,135.00
01/10/2023	No	Sydney Castillo-Johnson	Discovery - Review and finalize SI (Set 1)	450.00	0.5	225.00	21,360.00
02/02/2023	No	Jean Claude Lapuyade	Fact Investigation - Intake w/ 2nd Rep. AW	700.00	1.5	1,050.00	22,410.00
02/03/2023	No	Sydney Castillo-Johnson	Client intake	450.00	1	450.00	22,860.00
02/08/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Pleadings	700.00	0.5	350.00	23,210.00
02/08/2023	No	Sydney Castillo-Johnson	Case management - call with client re claims	450.00	0.6	270.00	23,480.00
02/10/2023	No	Jean Claude Lapuyade	Case Management - TCW OC Re Mediation	700.00	0.5	350.00	23,830.00
02/23/2023	No	Sydney Castillo-Johnson	Case management	450.00	0.6	270.00	24,100.00
03/02/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Edited and Revised CMS	700.00	1	700.00	24,800.00

03/02/2023	No	Sydney Castillo-Johnson	Review CMS	450.00	0.3	135.00	24,935.00
03/08/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.8	560.00	25,495.00
03/08/2023	No	Jean Claude Lapuyade	Case Management - Emails to from OC Re Mediation	700.00	0.1	70.00	25,565.00
03/09/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	700.00	0.5	350.00	25,915.00
03/10/2023	No	Jean Claude Lapuyade	Case Management - R&R Defense CMS	700.00	0.3	210.00	26,125.00
03/15/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip to Stay	700.00	0.5	350.00	26,475.00
03/20/2023	No	Sydney Castillo-Johnson	Review client update email	450.00	0.3	135.00	26,610.00
03/29/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip to Stay	700.00	0.3	210.00	26,820.00
03/29/2023	No	Sydney Castillo-Johnson	Email to OC re: stip to stay	450.00	0.2	90.00	26,910.00
03/29/2023	No	Sydney Castillo-Johnson	Case management	450.00	0.3	135.00	27,045.00
05/11/2023	No	Sydney Castillo-Johnson	Email to OC re: data production	450.00	0.2	90.00	27,135.00
05/17/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.4	280.00	27,415.00
06/05/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	700.00	0.2	140.00	27,555.00
06/22/2023	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis	700.00	1	700.00	28,255.00
06/26/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	700.00	0.4	280.00	28,535.00
06/26/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	700.00	4.9	3,430.00	31,965.00
06/29/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Data Analysis	700.00	0.5	350.00	32,315.00
07/07/2023	No	Jean Claude Lapuyade	Legal Research - Wage Order No. 5 and On Duty Meal and Rest Periods	700.00	5.3	3,710.00	36,025.00
07/07/2023	No	Jean Claude Lapuyade	Discovery - R&R Meal and Rest Policies	700.00	1.7	1,190.00	37,215.00
07/10/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Mediation Brief	700.00	1.5	1,050.00	38,265.00
07/11/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Revised Mediation Brief	700.00	1.1	770.00	39,035.00
07/17/2023	No	Jean Claude Lapuyade	Settlement - R&R Draft MOU	700.00	1	700.00	39,735.00
08/08/2023	No	Sydney Castillo-Johnson	Case management - mediator's proposal	450.00	0.3	135.00	39,870.00
08/18/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator Re Proposal	700.00	0.8	560.00	40,430.00
08/18/2023	No	Sydney Castillo-Johnson	Case management - mediation and review CMS	450.00	1	450.00	40,880.00
08/25/2023	No	Sydney Castillo-Johnson	Emails re proposal	450.00	0.1	45.00	40,925.00
08/28/2023	No	Jean Claude Lapuyade	Settlement - R&R MOU	700.00	1.6	1,120.00	42,045.00
08/28/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator Re Proposal	700.00	0.3	210.00	42,255.00
08/30/2023	No	Jean Claude Lapuyade	Case Management - R&R Defense CMS	700.00	0.3	210.00	42,465.00
08/30/2023	No	Sydney Castillo-Johnson	Email re MOU	450.00	1	450.00	42,915.00
09/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.3	210.00	43,125.00
09/11/2023	No	Sydney Castillo-Johnson	Case management and follow up on MOU	450.00	0.3	135.00	43,260.00
09/15/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	1	700.00	43,960.00

09/25/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.7	490.00	44,450.00
09/25/2023	No	Sydney Castillo-Johnson	Emails re MOU revisions	450.00	0.3	135.00	44,585.00
09/27/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Client Re MOU	700.00	0.8	560.00	45,145.00
09/27/2023	No	Sydney Castillo-Johnson	Emails re MOU	450.00	0.3	135.00	45,280.00
10/13/2023	No	Sydney Castillo-Johnson	Emails re SAR	450.00	0.3	135.00	45,415.00
10/23/2023	No	Sydney Castillo-Johnson	Case management	450.00	0.2	90.00	45,505.00
10/26/2023	No	Sydney Castillo-Johnson	Settlement - review admin bids	450.00	0.5	225.00	45,730.00
10/30/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.5	350.00	46,080.00
10/31/2023	No	Sydney Castillo-Johnson	Settlement - emails and follow up on MOU	450.00	0.4	180.00	46,260.00
11/06/2023	No	Sydney Castillo-Johnson	Case management - SAR	450.00	0.2	90.00	46,350.00
11/07/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	700.00	0.7	490.00	46,840.00
11/07/2023	No	Sydney Castillo-Johnson	Settlement - review OC revisions to SAR	450.00	0.4	180.00	47,020.00
11/15/2023	No	Sydney Castillo-Johnson	Settlement - Drafted, Revised and Edited SAR	450.00	2.9	1,305.00	48,325.00
11/17/2023	No	Sydney Castillo-Johnson	Settlement - Emails to/from OC Re SAR	450.00	0.3	135.00	48,460.00
11/27/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.4	280.00	48,740.00
12/07/2023	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited MPA	700.00	2.1	1,470.00	50,210.00
12/12/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA and SAR	700.00	0.6	420.00	50,630.00
12/15/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.5	350.00	50,980.00
12/15/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	51,190.00
12/18/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	51,400.00
12/19/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.1	70.00	51,470.00
12/27/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	700.00	0.3	210.00	51,680.00
01/30/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re CMC	700.00	0.3	210.00	51,890.00
02/07/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	700.00	0.2	140.00	52,030.00
02/12/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline and Admin	700.00	0.6	420.00	52,450.00
02/16/2024	No	Sydney Castillo-Johnson	Settlement - Emails to/from OC Re SAR	450.00	0.3	135.00	52,585.00
02/21/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Class Data	700.00	0.3	210.00	52,795.00
03/04/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Notice	700.00	0.2	140.00	52,935.00
03/18/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	700.00	0.3	210.00	53,145.00
04/01/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	700.00	0.3	210.00	53,355.00
04/08/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	700.00	0.3	210.00	53,565.00

82.2 \$ 53,565.00

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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

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

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

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