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Attorneys for PLAINTIFFS

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MANUEL FIMBRES, ANDY DOHRER,
RYAN HOUSER, ABENS PONCE, and
ELIOT WARNER, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

DREAMSTYLE REMODELING OF
CALIFORNIA, LLC, a Delaware limited
liability company; DREAMSTYLE
REMODELING OF CALIFORNIA, INC., a
California corporation; DREAMSTYLE
REMODELING, INC., a New Mexico
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 37-2022-00013690-CU-OE-CTL

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

Date: May 17, 2024

Time: 9:00 a.m.

Judge: Hon. James A. Mangione

Dept.: C-75

SELIGSON LAW P.C.

Kenneth Seligson (State Bar #326326)

Kaitlin Martinez (State Bar #348006)

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Attorney for PLAINTIFFS

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 Plaintiffs MANUEL FIMBRES, ANDY DOHRER, RYAN HOUSER, ABENS PONCE, and ELIOT
6 WARNER, (hereafter "Plaintiffs") in this wage and hour class action filed against DREAMSTYLE
7 REMODELING OF CALIFORNIA, LLC, a Delaware limited liability company; DREAMSTYLE
8 REMODELING OF CALIFORNIA, INC., a California corporation; and DREAMSTYLE
9 REMODELING, INC., a New Mexico corporation (hereinafter "Defendants").

10 2. This declaration is being submitted in support of Plaintiffs' Motion for Final Approval of
11 Class Action and PAGA Settlement and Plaintiffs' Motion for Attorneys' Fees and Attorneys' Expenses
12 and Service Award.

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

17 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed December
18 15, 2023, Preliminary Approval Order.

19 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the December 4, 2023, proof
20 of filing the proposed Settlement with the LWDA.

21 6. Attached hereto as **Exhibit "4"** is true and correct copy of the April 24, 2024, proof of
22 filing this motion seeking final approval of this Settlement.

23 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
24 "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for
25 this matter as of April 2024. As shown in detail in the attached transaction summary, the JCL Law
26 Firm, APC, incurred a total of \$8,565.98 in litigation costs prosecuting this action. These costs are
27 exclusive of the costs incurred by co-counsel Zakay Law Group, APLC and Seligson Law P.C.
28

8. Attached hereto as **Exhibit “6”** is a true and correct copy of the JCL Law Firm, APC’s “Time and Billing Journal” detailing the JCL Law Firm APC’s total hours and fees for this matter as of April 2024. Each entry was made contemporaneously and in the ordinary course of the JCL Law Firm, APC’s usual course of business. The attached Time and Billing Journal shows that the JCL Law Firm, APC billed a total of 262.06 hours for a total of \$132,560.00 successfully litigating this action.

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

I. INTRODUCTION

10. An objective evaluation of the proposed settlement of \$1,363,126.56 (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, guided by the wisdom and experience of Steven Serratore, Esq., a respected mediator. After deducting any Court-approved attorneys’ fees and costs, class representative incentive payments, administration costs, and payments to the Labor & Workforce Development Agency (“LWDA”), the Net Settlement Amount shall be distributed to the Settlement Class Members based on the number of Workweeks they worked while employed by Defendants during the Class Period. ***The Settlement Class greeted news of the Settlement with overwhelming approval as 100% of the Settlement Class Members chose to participate in the Settlement.*** There are zero opt-outs and zero objections to the Settlement. The unanimous approval by the Settlement Class evidences the clear fairness and reasonableness of the Settlement.

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

12. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, Class

Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and, entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

13. Defendants provide home remodeling services in the State of California, including San Diego County where Plaintiffs worked. This Action involves two separate sub-classes: employees that worked solely on a piece rate basis and hourly combination basis ("Non-Exempt Piece Rate Class") and employees that worked solely on an hourly basis ("Non-Exempt Hourly Class"). Non-Exempt Piece Rate Class and Non-Exempt Hourly Class are referred to collectively as "Class Members". Plaintiffs seek to represent class Members who are or previously were employed by Defendants during the Class Period, which is April 12, 2018, to December 31, 2023. At all times during their employment, Plaintiffs earned an hourly wage and were entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked.

14. On February 18, 2022, Plaintiff Manuel Fimbres filed a Notice of Violations with the LWDA and served the same on Defendant. On April 12, 2022, Plaintiff Manuel Fimbres filed the original complaint in the San Diego Superior Court, Case Number 37-2022-00013690-CU-OE-CTL ("Class Action") alleging eight causes of action. On April 25, 2022, Plaintiff Manuel Fimbres filed the First Amended Complaint, which added a ninth cause of action for Violations of the Private Attorney General Act of 2004.

15. On May 3, 2022, JCL Law Firm, APC and Zakay Law Group, APLC entered into an Association of Counsel and Joint Prosecution Agreement with the Law Office of Ken Seligson. Mr. Seligson was retained by four additional Plaintiffs, Andy Dohrer, Ryan Houser, Abens Ponce, and Eliot Warner. On June 8, 2022, Plaintiff Elliot Warner filed a Notice of Violations with the LWDA and served the same on Defendants.

16. On July 1, 2022, Plaintiff Abens Ponce filed a Notice of Violations with the LWDA and served the same on Defendants. On November 14, 2023, the Parties filed a stipulation allowing Plaintiff Fimbres leave to file a Second Amended Complaint ("SAC"). The SAC adds Andy Dohrer, Ryan Houser, Abens Ponce, and Eliot Warner as Plaintiffs to the Action.

1 17. Generally, Plaintiffs allege that Defendants failed to pay employees for all time worked,
2 including overtime, failed to provide them with proper meal breaks and rest breaks, failed to separately
3 compensate employees for rest breaks, failed to provide them with complete and accurate wage
4 statements, failed to reimburse them for business expenses, engaged in unfair business practices, and
5 failed to timely pay them all wages owed at the time of the separation of their employment. Defendants
6 forcefully deny liability for each of Plaintiffs' claims. As detailed in the motion for preliminary
7 approval, Defendants asserts that it fully complied with all applicable employment laws and raised
8 several other significant defenses to Plaintiff's claims.

9 18. Plaintiffs commenced written discovery in May 2022. In anticipation of mediation, the
10 Parties agreed to stay formal discovery and continue deadlines for class certification.

11 19. The Parties agreed to informally produce additional documents and data points, including
12 but not limited to, a sampling of the Class Members' time and payroll data, and pertinent written wage
13 and hour policies. Plaintiffs' counsel retained the forensic consultants at Berger Consulting Group
14 ("BCG") to analyze Defendants' time and payroll data.

15 20. On September 7, 2023, the Parties participated in a full day mediation with Steven
16 Serratore, Esq., an experienced mediator of class and PAGA actions and reached a settlement agreement
17 and signed a Memorandum of Understanding. Thereafter, the Parties drafted and negotiated a long-
18 form settlement agreement, which is the subject of the instant motion.

19 21. On December 15, 2023, this Court granted preliminarily approval of the Gross Settlement
20 Amount of \$1,363,126.56. The Gross Settlement Amount shall be used: (1) to satisfy Individual
21 Settlement Payments; (2) to satisfy the Service Awards; (3) to satisfy the Attorneys' Fees and
22 Attorneys' Expenses; (4) to satisfy the PAGA Penalties; and (5) to satisfy the Administration Costs
23 incurred in this action.

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

27 23. Further supporting final approval, the average Individual Settlement Payment of
28 **\$1,046.92** is comparable to settlement payments in similar wage and hour class actions. This result is

1 particularly favorable considering that liability and certification were far from certain. Given the
2 complexities of this case, the defenses asserted, the uncertainty of class certification, along with the
3 uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and
4 should be granted final approval.

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

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

7 24. Months before filing the Action, Class Counsel began its pre-filing investigation into the
8 Plaintiffs' complaints. Class Counsel's investigation started with several lengthy interviews with
9 Plaintiffs. As part of the interview process, the Plaintiffs produced documents related to their
10 employment, including, among other things, copies of their wage statements and timekeeping policies.
11 At the conclusion of the interviews, Class Counsel determined that each Plaintiffs' complaints justified
12 further inquiry.

13 25. Class Counsel subsequently requested Plaintiffs' employee files from Defendants. In
14 response, Defendants produced several pages of documents, including but not limited, Plaintiffs'
15 payroll and time records. Class Counsel reviewed and analyzed the documents and determined the
16 documents appeared to substantiate Plaintiffs' claim that Defendants failed to, among other things, pay
17 for all time worked and to provide compliant meal and rest periods.

18 26. Considering the many anticipated factual disputes, the Parties agreed that it would be in
19 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel
20 requested documents and data points to further evaluate Plaintiffs' claims and Defendants' liability
21 exposure to the Class Members. In response to Class Counsel's request, Defendants produced a
22 sampling of Class Member time and payroll records, aggregate workweek and pay period data, and
23 copies of applicable policies, and agreements containing, *inter alia*, compensation, timekeeping and
24 meal and rest period policies.

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

1 and experienced experts in their fields and have provided their expertise on thousands of cases. Stated
2 differently, the BCG is uniquely qualified to analyze Defendants' time and payroll data.

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

10 29. In advance of mediation, Class Counsel created several damage models predicated on the
11 BCG analysis. Class Counsel's models calculated Defendants' potential liability exposure while
12 accounting for the uncertainties of continued litigation. These damage models informed and guided
13 Class Counsel during the mediated settlement discussions.

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

26 31. Class Counsel only agreed to enter the Settlement following this thorough investigation
27 and evaluation of Plaintiffs' claims. Based on this investigation of the facts, applicable law, and
28 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated

1 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this
2 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
3 reasonable, and adequate, the Court should approve the Settlement.

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

5 32. The Settlement is the product of a mediation session with Steven Serratore, Esq., an
6 experienced mediator of class and PAGA actions. The mediation concluded with a settlement.

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

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

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

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

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

1 37. I have significant class counsel and collective action counsel experience. My credentials
2 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit “7”**.

3 38. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
4 favorable verdict for the firm’s clients.

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

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

11 **E. The Risk, Expense, Complexity and Duration of Further Litigation Favor**
12 **Settlement.**

13 41. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
14 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
15 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
16 91 Cal.App.4th at 250. While the Gross Settlement Amount of \$1,363,126.56 represents a discount on
17 Defendants’ potential exposure if Plaintiffs established liability on all claims and was awarded the full
18 amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable
19 defenses raised by Defendants presented a risk that could award significantly less in damages than
20 Plaintiffs’ estimate and (2) any theoretical post-trial recovery may require many more years of litigation,
21 resulting in added fees and costs without any guarantee of recovery for the Class.

22 42. Although Plaintiffs and Class Counsel believe that this case has merit, they recognized
23 the potential risks both sides would face if litigation of this action continued.

24 43. With respect to the most immediate challenge, i.e., class certification, the risks attendant
25 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
26 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
27 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
28 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies*,

1 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
2 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
3 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
4 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
5 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
6 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
7 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
8 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
9 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
10 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
11 certification of driver meal and rest period claims based on the predominance of individual issues).
12 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
13 factor favoring settlement.

14 44. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless
15 recognize that Defendants have factual and legal defenses that, if successful, would potentially defeat
16 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
17 drastically affect the value of Plaintiff’s claims and, in fact, already has.

18 45. Plaintiffs and Class Counsel recognize the expense and length of a trial against
19 Defendants through possible appeals which could take another three years. In arriving at their informed
20 belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain
21 outcome and risk inherent in complex actions such as this one. Class Counsel are also mindful of and
22 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
23 litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
24 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an
25 ultimate victory. Plaintiffs and Class Counsel believe that the Settlement confers substantial monetary
26 and non-monetary benefits upon the Class. Based upon their evaluation, Class Representatives and
27 Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of
28 the Class, is fair, reasonable, and adequate, and should be granted final approval.

1 approval of this settlement. By not registering an objection with either Class Counsel or the Court, the
2 LWDA has accepted and approved of the proposed PAGA Penalties.

3 **VII. CLASS COUNSEL’S REQUEST FOR FEES AND COSTS**

4 **A. LODESTAR**

5 50. As of April 23, 2024, the JCL Law Firm, APC incurred a total lodestar of \$132,560.00
6 for 262.06 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
7 firm’s lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
8 the conduct of the case. Detailed time and billing journals for the JCL Law Firm are attached hereto as
9 Exhibit 6.

10 51. The attorneys and staff at co-counsel the Zakay Law Group, APLC, worked a total of
11 178.60 hours successfully prosecuting this action for a lodestar of \$91,896.50. A true and accurate copy
12 of the Zakay Law Group, APLC time and billing entries is attached to the Declaration of Shani Zakay,
13 Esq. filed concurrently herewith.

14 52. Additionally, attorneys and staff at co-counsel Seligson Law P.C. worked a total of 51.20
15 hours successfully prosecuting this action for a lodestar of \$21,079.00. A true and accurate copy of the
16 Seligson Law P.C. time and billing entries is attached to the Declaration of Kenneth Seligson, filed
17 concurrently herewith.

18 53. Collectively, Class Counsel spent a total of 491.86 hours successfully litigating this
19 matter for a total combined lodestar of \$245,535.50 and is summarized by firm below:

20

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	262.06	\$132,560.00
Zakay Law Group, APLC	178.60	\$91,896.50
Seligson Law P.C.	51.20	\$21,079.00
Total	491.86	\$245,535.50

26

27 54. The JCL Law Firm’s rates are comparable to those judicially approved for other
28 plaintiff’s firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-

1 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
2 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
3 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
4 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
5 See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
6 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
7 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
8 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
9 15, 2011) (Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
10 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
11 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
12 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
13 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
14 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
15 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
16 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
17 between \$355 and \$405 an hour).

18 55. Moreover, my billing rate has been approved multiple times within the last twelve months
19 by California Superior Court judges. (See generally *Rodriguez v. RSI Home Products, Inc.*, San
20 Bernardino Superior Court Case No. CIVDS 2023354 (July 30, 2021 – Hon. David Cohn approved
21 \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a \$1,450,000 wage
22 and hour class action settlement); *Stevens et al., v. Bank of England*, San Diego County Superior Court
23 Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer approved \$500
24 billing rate and appointed JCL Law Firm as Class Counsel), *Frazier v. ASA Carlton, Inc.*, San Diego
25 Superior Court Case No. 37-2019-00036147 (October 9, 2020 – Hon. Kenneth Medel approved \$500
26 billing rate and appointed JCL Law Firm as Class Counsel.); *Krake et al., v. Central Valley Diner, Inc.*,
27 Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones
28 approved \$500 billing rate and appointed JCL Law Firm as class counsel.); *Conner v. Ascendant*

1 *Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24,
2 2020 – Hon. Joel Wohlfeil approved \$500 billing rate and appointed JCL Law Firm as Class Counsel.).

3 56. Further, Class Counsel will be performing additional work, including finalizing the
4 motion for final approval, attending the hearing on final approval, finalizing the orders and judgment,
5 drafting a joint motion to dismiss the related federal court action, and monitoring completion of the
6 settlement process over the course of several years. I expect this additional work will result in an
7 additional 20-30 hour of additional work and an additional lodestar between \$11,000 and \$16,500.

8 57. As part of the settlement, the parties agreed to Attorneys' Fees and Expenses of
9 \$484,375.52, comprised of \$454,375.52 for attorneys' fees (one-third of the Gross Settlement Amount)
10 and up to \$30,000.00 for reimbursement of actually incurred litigation expenses. The requested
11 Attorneys' Fees equal to one-third of the Gross Settlement Amount are fair compensation and,
12 respectfully, should be approved. **The requested Attorneys' Fees as a percentage of the fund is**
13 **supported by the overall lodestar incurred with a modest multiplier of 1.85.** Again, obviously this
14 is much lower than the multiplier approved in *Laffitte* with significant work left to perform. The
15 requested award is therefore reasonably viewed by the Lodestar/Multiplier cross-check.

16 58. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation
17 on a contingent basis. Further, the Attorneys' Fees are within the historically recognized range
18 attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is
19 supported by Class Counsel's lodestar cross-check with a reasonable 1.85 multiplier.

20 **B. THE REQUESTED ATTORNEYS' FEES AND ATTORNEYS' EXPENSES IS FAIR**
21 **AND REASONABLE**

22 59. The Agreement, preliminarily approved by this Court, provides for payment of the
23 Attorneys' Fees and Attorneys' Expenses from the common fund. Notably, after being provided with
24 notice of the Settlement and the requested Attorneys' Fees and Attorneys' Expenses, there are **zero opt-**
25 **outs and zero objections.** Every member of the Settlement Class will receive his or her Individual
26 Settlement Payment. Now, it is only equitable that the Settlement Class also pay their pro rata share of
27 attorneys' fees at a reasonable percentage-of-recovery rate to compensate Class Counsel for their efforts
28

1 in creating the common fund. Accordingly, it is well within the Court's discretion to award fees to
2 Class Counsel under the common fund doctrine.

3 60. Class Counsel requests attorneys' fees in the amount of \$454,375.52 representing one-
4 third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in
5 similar wage and hour class actions that Class Counsel has received in California Superior Courts, over
6 the past five years. *Rodriguez v. RSI*, San Bernardino Superior Court, Case No. CIVDS2023354 (Hon.
7 David Cohn approved Class Counsel's 33.3% attorneys' fee request in a \$1,450,000 common fund
8 wage and hour class action settlement, which equated to Class Counsel's lodestar plus a 1.87
9 multiplier); *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case
10 No. 19STCV20382 (Hon. John P. Doyle approved Class Counsel's 33.3% attorneys' fee request plus
11 \$15,000 in litigation costs in a \$242,500 class action settlement); *Hill v. Stetak Holdings, Ltd.*, San
12 Diego Superior Court Case No. 37-2018-00000747 (Hon. Kenneth Medel approved Class Counsel's
13 33.3% attorneys' fee request plus \$17,500 in actually incurred litigation costs in a \$386,500 common
14 fund wage and hour class action settlement.); *Shachno et al., v. KT Hotels, LLC, et al*, San Diego
15 Superior Case No. 37-2018-0043601-CU-OE-CTL (Hon. Gregory W. Pollack approved Class
16 Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$20,000 in a
17 \$500,000 common fund wage and hour class action settlement.); *Moschetto v. Pillow Global, Inc.*, San
18 Diego Superior Court Case No. 37-2017-00024031-CU-OE-CTL (Hon. John S. Meyer, approved Class
19 Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$15,000 in a
20 \$250,000 common fund wage and hour class action settlement.); *Terrado et al., v. Accredited Debt*
21 *Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (Hon.
22 Gregory W. Pollack, awarded Class Counsel 33.3% fee request and \$16,000 in litigation costs in a \$2
23 million common fund settlement, which equated to Class Counsel's lodestar plus at 1.62 multiplier.);
24 *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625,
25 (Hon. Thomas Garza awarded Class Counsel 33.3% fee request and more than \$17,000 in litigation
26 costs on a \$1.75 million common fund wage and hour settlement, which equated to Class Counsel's
27 lodestar plus a 1.67 multiplier.); *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior
28 Court Case No. CIVDS1505181 (Hon. Bryan F. Foster awarded Class Counsel 33.3% fee request and

1 \$22,632.93 in litigation costs and expenses on a \$1.8 million settlement, which equated at Class
2 Counsel's lodestar plus a 1.89 multiplier.); *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior
3 Court Case No. 37-2016-00012373-CU-OE-CTL (Hon. Joel Wohfeil approved Class Counsel's 33.3%
4 on a \$360,000 common fund wage and hour class action settlement, which equated to Class Counsel's
5 lodestar plus a 1.2 multiplier.). Moreover, the requested one-third attorneys' fee award is in the middle
6 of historically recognized range of attorneys' fees awarded in common fund class action settlements.

7 61. Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement
8 Amount of approximately **\$764,251.04**, with **\$573,188.28** allocated to Non-Exempt Piece Rate Class
9 and **\$191,062.76** allocated to Non-Exempt Hourly Rate Class, an average Individual Settlement
10 Payment of **\$1,046.92**, high payment of **\$10,738.02** and low payment of **\$37.03**. The attorneys' fee
11 portion of the Attorneys' Fees and Attorneys' Expenses request should be awarded based upon the
12 Gross Settlement Amount in accordance with *Laffitte*, i.e., percentage of the fund with a lodestar cross
13 check. As further explained below, the reasonableness of the requested attorneys' fee award of
14 \$454,375.52 is further supported by the lodestar cross-check.

15 **B. Class Counsels' Lodestar Supports the Requested Attorneys' Fees**

16 62. Because the Settlement in this case is a pure common fund case, and the percentage of
17 the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award
18 based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the
19 requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact,
20 below what the California Supreme Court approved in *Laffitte*. For those reasons, and those discussed
21 *infra*, Class Counsel respectfully requests this Court approve a Attorneys' Fees and Attorneys'
22 Expenses in the amount of \$484,375.52, comprised of \$454,375.52 for attorneys' fees and up to
23 \$30,000.00 for reimbursable litigation costs.

24 63. Courts have consistently recognized that the results achieved are an important factor to
25 be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) ("most critical
26 factor is the degree of success obtained"). Here, after a vigorous and contentious litigation process,
27 significant monetary relief is to be provided to Settlement Class and the excellent results achieved by
28 Class Counsel through this Settlement alone justify the requested fee award. As fully briefed in

1 Plaintiffs' motions for preliminary and final approval, the Gross Settlement Amount represents between
2 approximately 17% of Defendants' maximum class-wide liability and approximately 34% of
3 Defendants' realistic *class-wide* liability exposure as estimated by Class Counsel at the time of
4 mediation.

5 64. The likelihood of establishing liability and recovering the full amount of damages was
6 extremely remote and the Gross Settlement Amount of \$1,363,126.56 from which the Settlement Class
7 will receive an average Individual Settlement Payment of **\$1,046.92**, high payment of **\$10,738.02** and
8 a low payment of **\$37.03** represents an excellent recovery for the Settlement Class considering
9 Defendants' vigorous defense and the risks of continued litigation.

10 65. In reaching this Settlement, Class Counsel carefully considered the strength of the case
11 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
12 class certification through trial. Plaintiffs are confident about the strength of his claims. Nonetheless,
13 Plaintiffs recognize that Defendants have factual and legal defenses that, if successful, would potentially
14 defeat or substantially impair the value of the lawsuit.

15 66. Additionally, continuing to litigate this action would require continued and extensive
16 resources coupled with significant Court time to proceed through contested certification, trial, and post-
17 trial motions, which can often take years. Furthermore, wage and hour litigation is complex and
18 expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But
19 even if Plaintiffs were successful at trial, Plaintiffs are acutely aware that a judgment does not end the
20 litigation. Plaintiffs fully expect that Defendants would likely appeal any judgment.

21 67. Considering these issues, the Gross Settlement Amount of \$1,363,126.56 is an excellent
22 result for the Settlement Class. While the Gross Settlement Amount represents a discount on Plaintiffs'
23 overall estimate of the damages, this reduction is an extremely reasonable compromise considering the
24 challenges of continued litigation, including but not limited to, maintaining class certification, and
25 establishing liability on all claims against Defendants. The Settlement commits Defendants to create a
26 Gross Settlement Amount, from which the Settlement Class will derive a ***significant financial recovery***
27 for their alleged damages and extinguish the risks of continued litigation, including a potential
28 bankruptcy and/or an appeal that would likely be filed following a judgment in Plaintiffs' favor. Such

1 efforts would likely result in a delay of several years before this case would be resolved, with no
2 guarantee of recovery, whereas the Settlement provides for an average recovery of \$1,046.92, placing
3 it well within the range of reasonableness.

4 68. Furthermore, the Settlement Class greeted news of the Settlement with 100% of the
5 Settlement Class Members participating in the Settlement. The unanimous approval by the Settlement
6 Class Members evidences the positive overall result of the litigation.

7 69. Moreover, Class Counsel expects to incur an additional 20-30 hours of work attending
8 the hearing on final settlement approval, administering the settlement, filing post distribution settlement
9 declarations, and drafting an amendment judgment. Class Counsel devoted considerable time and effort
10 to achieve the benefit to the Settlement Class and the requested Attorneys' Fees and Attorneys'
11 Expenses in the amount of \$484,375.52 comprised of \$454,375.52 for attorneys' fees and up to
12 \$30,000.00 for reimbursable litigation costs is appropriate here given the excellent results achieved.

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

18 71. For instance, the legal landscape surrounding Plaintiffs' central claim, meal and rest
19 period violations is in constant flux. Nevertheless, Class Counsel successfully navigated these seismic
20 legal changes during this action in route to successfully negotiating a significant monetary
21 compensation for the Settlement Class.

22 72. The Settlement was possible only because Class Counsel was able to convince
23 Defendants that Plaintiffs could potentially prevail on the contested issues regarding liability, achieve
24 class certification through trial, overcome difficulties in proof as to monetary relief and take the case to
25 trial if need be. In successfully navigating these hurdles, Class Counsel displayed the necessary dual
26 skill set.

27 73. Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant
28 risk that the litigation would yield no recovery after many years of work. Unlike counsel for Defendants,

1 who are paid an hourly rate and reimbursed for their expenses on a regular basis, Class Counsel has not
2 been compensated for any time or expenses to date.

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

6 75. Here, Class Counsel undertook this litigation on a purely contingency basis, thereby
7 bearing the risk that they would only receive remuneration for the substantial investment of time and
8 resources and hours and costs expended if Plaintiffs were successful.

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

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

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

21 78. Prior to incurring costs for filing of the Motion for Final Approval and Motion for
22 Approval of Attorneys' Fees, Costs, and Service Award, Class Counsel expended \$17,907.30 (JCL Law
23 Firm, APC - \$8,565.98, Zakay Law Group, APC - \$9,247.18, Seligson Law P.C. - \$94.14) prosecuting
24 this action. The JCL Law Firm's costs are reflected in the attached Exhibit "5". Zakay Law Group,
25 APLC's costs are attached to the Declaration of Shani Zakay, Esq. filed concurrently herewith, and
26 Seligson Law P.C. costs are attached to the Declaration of Kenneth Seligson, Esq. filed concurrently
27 herewith.
28

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

5 80. Consequently, Class Counsel incurred a total of \$17,907.30 successfully prosecuting this
6 action. Class Counsel now requests reimbursement for those incurred litigation expenses and costs in
7 the amount up to \$30,000 as provided for in the Settlement Agreement and based upon Class Counsel's
8 billing records.

9 **D. Plaintiffs' Service Award Is Reasonable and Should be Approved**

10 81. The amount of the requested Service Award to each Plaintiff for \$10,000 is reasonable
11 by reference to the amounts that California courts (both federal and state) have repeatedly awarded in
12 similar class action settlements. *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County Super.
13 Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v.*
14 *Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct Mar. 21, 2011)
15 (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A.
16 County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff);
17 *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding
18 \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A.
19 County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast*
20 *Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding
21 \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct.
22 July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v.*
23 *Victoria's Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding
24 enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their
25 general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County
26 Super. Ct Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail &*
27 *Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding
28 \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910

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

82. Additionally, Class Counsel and Class Representatives ANDY DOHRER, RYAN HOUSER, ABENS PONCE, ELIOT WARNER, and MANUEL FIMBRES (hereinafter “Plaintiffs” or “Class Representatives”), respectfully request this Court approve the Service Award in the amount of \$52,500, \$12,500.00 to Plaintiff Manuel Fimbres and \$10,000.00 for each Andy Dohrer, Ryan Houser, Abens Ponce, and Eliot Warner. The Class Representatives faithfully and dutifully performed their role on behalf of the Settlement Class. The Class Representatives dedicated valuable time and assisted in

1 the successful prosecution of this action. Further, the Class Representatives granted Defendants a
2 general release.

3 83. Further, after administering notice of this settlement, not one of the 730 Class Members
4 objected to the requested Service Award. Again, the unanimous consent favors the Court's approval of
5 the requested Service Award.

6 84. Equally important, the time effort and services provided to the Settlement Class justifies
7 the requested Service Award. The Class Representatives performed their duties to the Settlement Class
8 admirably. Plaintiffs worked extensively with Class Counsel over the course of the twenty-four months
9 of investigation and litigation. For instance, Plaintiffs also assisted with the review of documents, and
10 preparation of pleadings. Similarly, Plaintiffs searched, located, and produced several documents in
11 connection with the litigation and assisted Class Counsel in preparation of the complaint and mediation
12 brief.

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

19 I declare under the penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 24th day of April 2024, at San Diego, California.

21
22 **JCL LAW FIRM, APC**

23 By: 
24 Jean-Claude Lapuyade, Esq.
25 Attorneys for Plaintiff
26
27
28

EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MANUEL FIMBRES; ANDY DOHRER;
RYAN HOUSER; ABENS PONCE; ELIOT
WARNER, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

DREAMSTYLE REMODELING OF
CALIFORNIA, LLC, a Delaware limited
liability company; DREAMSTYLE
REMODELING OF CALIFORNIA, INC., a
California corporation; DREAMSTYLE
REMODELING, INC., a New Mexico
corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No.: 37-2022-00013690-CU-OE-CTL

[Action Filed April 12, 2022]

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

1
2 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
3 entered into by and among Plaintiff MANUEL FIMBRES, Plaintiff ANDY DOHRER, Plaintiff
4 RYAN HOUSER, Plaintiff ABENS PONCE, and Plaintiff ELIOT WARNER (hereinafter
5 collectively referred to as “Plaintiffs” and/or “Plaintiff”), individuals, on behalf of the Settlement
6 Class, and in their representative capacity on behalf of the State of California and the Aggrieved
7 Employees, and Defendant DREAMSTYLE REMODELING OF CALIFORNIA, LLC, a Delaware
8 limited liability company, Defendant DREAMSTYLE REMODELING OF CALIFORNIA, INC., a
9 California corporation, and Defendant DREAMSTYLE REMODELING, INC., a New Mexico
10 corporation (hereinafter collectively referred to as “Defendants” and/or “Defendant”):

11 **I. DEFINITIONS**

- 12 A. “Action” shall mean the putative class action lawsuit designated *Manuel Fimbres, et*
13 *al. v. Dreamstyle Remodeling of California, LLC, et al.*, San Diego County Superior
14 Court, Case No. 37-2022-00013690-CU-OE-CTL, filed April 12, 2022.
- 15 B. “Administration Costs” shall mean the amount paid to the Settlement Administrator
16 from the Gross Settlement Amount for administering the Settlement pursuant to this
17 Agreement currently estimated not to exceed \$12,000.00.
- 18 C. “Aggrieved Employees” means all non-exempt employees who are or previously
19 were employed by Defendants and performed work in California during the period of
20 February 18, 2021 to December 31, 2023 or the date the court grants preliminary
21 approval, whichever is sooner (the “PAGA Period”).
- 22 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
23 Class and PAGA Action and Release of Claims.
- 24 E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
25 paid to Class Counsel for the expenses they have incurred of up to \$30,000.00.
- 26 F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
27 Class Counsel for the services they have rendered to Plaintiffs and the Settlement
28

Class in the Action, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$450,000.00 out of \$1,350,000.00. Attorneys' fees will be divided between Class Counsel as follows (45% to JCL Law Firm, APC, 45% to Zakay Law Group, APLC, and 10% to The Law Office of Ken Seligson).

G. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani Zakay of Zakay Law Group, APLC, and Ken Seligson of The Law Office of Ken Seligson.

H. "Class Data" means information regarding Class Members currently in Defendants' possession. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known mailing address; Social Security Number; start dates and end dates of employment and Class Period Workweeks and PAGA Pay Periods.

I. "Class Period" means the period between April 12, 2018, through December 31, 2023 or the date the court grants preliminary approval, whichever is sooner.

J. "Class Representatives" shall mean Plaintiffs Manuel Fimbres, Andy Dohrer, Ryan Houser, Abens Ponce, and Eliot Warner.

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

L. "Defendants" or "Defendant" shall mean Dreamstyle Remodeling of California, LLC, a Delaware limited liability company, Dreamstyle Remodeling of California, Inc., a California corporation, and Dreamstyle Remodeling, Inc., a New Mexico corporation.

M. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the

Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

N. “Enhancement Award” means an award in the amount of \$10,000 or in an amount that the Court authorizes to be paid to each of the following Plaintiffs: Andy Dohrer, Ryan Houser, Abens Ponce, and Eliot Warner, in addition to their Individual Settlement Payment and their Individual Aggrieved Employee Payment, in recognition of their efforts and risks in assisting with the prosecution of the Action. Plaintiff Manuel Fimbres shall receive an Enhancement Award of \$12,500 or in an amount that the Court authorizes to be paid to Plaintiff Manuel Fimbres, in addition to his Individual Settlement Payment and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action. Each Plaintiff assumes full responsibility and liability for any and all taxes owed on their individual Enhancement Award.

O. “Final Approval” means the Court’s order granting final approval of the Settlement.

P. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

Q. “Funding Date” shall mean the date by which Defendants have paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement. Defendants will pay the Gross Settlement Amount to the Settlement Administrator no later than fourteen (14) days after the Effective Date.

R. “Gross Settlement Amount” means One Million Three Hundred and Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) that Defendants must pay into the QSF in connection with this Settlement, which will be used to pay Individual Settlement Payments, Administration Costs, Attorneys’ Fees and Attorneys’ Expenses, Enhancement Awards, and the PAGA Penalties and *exclusive* of the employer’s share of payroll taxes owed as calculated in accordance with Section III M(3) and Section III M(4) of this Agreement, if any, triggered by any payment under this Settlement.

- 1 S. "Individual Settlement Payments" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 T. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 5 U. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
6 Attorneys' Fees and Attorneys' Expenses, Enhancement Awards, PAGA Penalties,
7 and Administration Costs.
- 8 V. "Non-Exempt Piece Rate Class" means all non-exempt employees who worked solely
9 on a piece rate basis and hourly combination basis, who are or previously were
10 employed by Defendants and performed work in California during the Class Period.
- 11 W. "Non-Exempt Hourly Class" means all non-exempt employees who worked solely on
12 an hourly basis, who are or previously were employed by Defendants and performed
13 work in California during the Class Period. The Non-Exempt Piece Rate Class and
14 the Non-Exempt Hourly Class may be referred to collectively as the "Class
15 Members".
- 16 X. "Notice Packet" means the Class Notice to be provided to the Class Members by the
17 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
18 than formatting changes to facilitate printing by the Settlement Administrator).
- 19 Y. "Operative Complaint" shall mean the Second Amended Complaint adding the names
20 of the additional Plaintiffs to be filed in San Diego County Superior Court by
21 Plaintiffs following the execution of this Agreement.
- 22 Z. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
23 Labor Code § 2698 *et seq.*
- 24 AA. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
25 for each Aggrieved Employee divided by the total of the Pay Periods for all Aggrieved
26 Employees during the PAGA Period.
- 27
28

- 1 BB. "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 CC. "PAGA Period" means the period beginning between February 18, 2021, to
6 December 31, 2023, or the date the court grants preliminary approval, whichever is
7 sooner.
- 8 DD. "PAGA Payment" shall mean Fifty Thousand Dollars (\$50,000.00) to be allocated
9 from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved
10 Employees ("Aggrieved Employee Payment") and 75% of the payment going to the
11 Labor and Workforce Development Agency ("LWDA Payment"). The amount of the
12 PAGA Penalties is subject to Court approval pursuant to California Labor Code
13 section 2699(l). Any reallocation of the Gross Settlement Amount to increase the
14 PAGA Penalties will not constitute grounds by either party to void this Agreement,
15 so long as the Gross Settlement Amount remains the same.
- 16 EE. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either
17 Plaintiffs or Defendants.
- 18 FF. "Payment Ratio" means the respective Workweeks for each Class Member divided
19 by the total Workweeks for all Class Members.
- 20 GG. "Plaintiffs" or "Plaintiff" shall mean collectively Manuel Fimbres, Andy Dohrer,
21 Ryan Houser, Abens Ponce, and Eliot Warner.
- 22 HH. "Preliminary Approval" means the Court's Order Granting Preliminary approval of
23 the Settlement.
- 24 II. Preliminary Approval Order" means the proposed Order Granting Preliminary
25 Approval and Approval of the PAGA Settlement.
- 26 JJ. "QSF" means the Qualified Settlement Fund established, designated, and maintained
27 by the Settlement Administrator to fund the Gross Settlement Amount.
28

1 KK. “Released Class Claims” means the claims being released by the Settlement Class
2 Members of all class claims alleged, or reasonably could have been alleged based on
3 the facts alleged, in the Operative Complaint which occurred during the Class Period,
4 and expressly excluding all other claims, including claims for vested benefits,
5 wrongful termination, unemployment insurance, disability, social security, workers’
6 compensation, and class claims outside of the Class Period.

7 LL. “Released PAGA Claims” means all PAGA claims, including claims for PAGA
8 penalties alleged in the Operative Complaint and Plaintiffs’ PAGA notices to the
9 LWDA which occurred during the PAGA Period, and expressly excluding all other
10 claims, including claims for vested benefits, wrongful termination, unemployment
11 insurance, disability, social security, workers’ compensation, and PAGA claims
12 outside of the PAGA Period.

13 MM. “Plaintiffs’ Release” means all claims that were or could have been made by Plaintiffs
14 in their individual capacity against the Released Parties, including without limitation
15 a waiver of any and all provisions of California Civil Code section 1542, except only
16 for claims that by law cannot be waived by private agreement, which are more
17 particularly described in Section III D.

18 NN. “Released Parties” shall mean Defendants and each of their parent entities,
19 subsidiaries, “Affiliates”, divisions, predecessors, insurers, successors and assigns
20 and their current and former employees, directors, officers, shareholders, owners,
21 members, agents and attorneys. For purposes of this Agreement, the term “Affiliates”
22 means all persons and entities directly or indirectly controlling, controlled by or under
23 common control with each Defendant where control may be by management
24 authority, equity interest or otherwise. The term “Affiliates” as defined herein, also
25 specifically includes predecessors of any of the foregoing persons and entities.

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

4 PP. "Settlement" means the disposition of the Action pursuant to this Agreement and the
5 Judgment.

6 QQ. "Settlement Administrator" means APEX Class Action LLC, 18 Technology Drive,
7 Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: 1-949-878-3536. The
8 Settlement Administrator establishes, designates, and maintains, a QSF under
9 Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into
10 which the amount of the Gross Settlement Amount is deposited for the purpose of
11 resolving the claims of Settlement Class Members. The Settlement Administrator
12 shall maintain the funds until distribution in an account(s) segregated from the assets
13 of Defendants and any person related to Defendants. *All accrued interest shall be*
14 *paid and distributed to the Settlement Class Members as part of their respective*
15 *Individual Settlement Payment.*

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

19 SS. "Workweek" means any seven (7) consecutive days beginning on Sunday and ending
20 on Saturday, in which a Class Member is employed and earned any form of
21 compensation from Defendants.

22 **II. RECITALS**

23 A. On February 18, 2022, Plaintiff Manuel Fimbres filed a Notice of Violations with the
24 Labor and Workforce Development Agency (LWDA) and served the same on
25 Defendants.

26 B. On April 12, 2022, Plaintiff Manuel Fimbres filed the original Complaint, alleging
27 claims for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); (2) Failure
28

1 to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay
2 Overtime Wages (Labor Code §§ 510 *et seq.*); (4) Failure to Provide Required Meal
3 Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to
4 Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage
5 order); (6) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and
6 226.2 *et seq.*); (7) Failure to Provide Wages When Due (Labor Code §§ 201, 202,
7 203); and (8) Failure to Reimburse Employees for Required Expenses (Labor Code §
8 2802).

9 C. On April 25, 2022, Plaintiff Manuel Fimbres filed the First Amended Complaint,
10 which added a ninth cause of action for violation of the Private Attorneys General Act
11 (Labor Code §§ 2698 *et seq.*).

12 D. On May 3, 2022, JCL Law Firm, APC and Zakay Law Group, APLC entered into an
13 Association of Counsel and Joint Prosecution Agreement with the Law Office of Ken
14 Seligson. Mr. Seligson was retained by four additional Plaintiffs, Andy Dohrer, Ryan
15 Houser, Abens Ponce, and Eliot Warner.

16 E. On June 8, 2022, Plaintiff Elliot Warner filed a Notice of Violations with the LWDA
17 and served the same on Defendants.

18 F. On July 1, 2022, Plaintiff Abens Ponce filed a Notice of Violations with the LWDA
19 and served the same on Defendants.

20 G. On or before the filing of the Motion for Preliminary Approval, the Plaintiffs will file
21 a Second Amended Complaint, adding Andy Dohrer, Ryan Houser, Abens Ponce, and
22 Eliot Warner as Plaintiffs to the Action.

23 H. The Class Representatives believe they have claims based on alleged violations of the
24 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
25 that class certification is appropriate because the prerequisites for class certification
26 can be satisfied in the Action, and this action is manageable as a PAGA representative
27 action.

1 I. Defendants deny any liability or wrongdoing of any kind associated with the claims
2 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
3 Representatives are owed, and further contends that, for any purpose other than
4 settlement, the Action is not appropriate for class or representative action treatment.
5 Defendants contend, among other things, that at all times it complied with the
6 California Labor Code and the Industrial Welfare Commission Wage Orders.

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

23 K. On September 7, 2023, the Parties participated in mediation presided over by Steve
24 Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions.
25 The mediation concluded with a settlement, which was subsequently memorialized in
26 the form of a Memorandum of Understanding.

1 L. This Agreement replaces and supersedes the Memorandum of Understanding and any
2 other agreements, understandings, or representations between the Parties. This
3 Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or will be construed as an admission by
5 Defendants that the claims in the Action of Plaintiffs or the Class Members have merit
6 or that Defendants bear any liability to Plaintiffs or the Class on those claims or any
7 other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action
8 have merit.

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

15 N. The Parties agree to certification of the Non-Exempt Piece Rate Class and the Non-
16 Exempt Hourly Class for purposes of this Settlement only. If for any reason the Court
17 does not grant Preliminary Approval, Final Approval or enter Judgment, such that the
18 Settlement does not become effective, Defendants reserve the right to contest
19 certification of any class for any reason and Defendants reserve all available defenses
20 to the claims in the Action.

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

22 **III. TERMS OF AGREEMENT**

23 A. Settlement Consideration and Settlement Payments by Defendants.

- 24 1. Settlement Consideration. In full and complete settlement of the Action, and
25 in exchange for the releases set forth below, Defendants will pay the sum of
26 One Million Three Hundred and Fifty Thousand Dollars and Zero Cents
27 (\$1,350,000.00) and no more as the Gross Settlement Amount to cover the
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1 Individual Settlement Payments, the Enhancement Award, the Attorneys'
2 Fees and Attorneys' Expenses, PAGA Penalties, and the Administration
3 Costs, as specified in this Agreement. . The Parties agree that this is a non-
4 reversionary Settlement and that no portion of the Gross Settlement Amount
5 shall revert to Defendants. Other than the Defendants' share of employer
6 payroll taxes and as provided in Section III.A.2 below, Defendants shall not
7 be required to pay more than the Gross Settlement Amount.

- 8 2. Class Data. Defendants represent that the Settlement Class was comprised of
9 689 individuals who collectively worked approximately 21,618 Workweeks
10 ("Projected Workweeks") during the Class Period. The Settlement
11 Administrator will calculate the number of Workweeks worked by Class
12 Members during the Class Period and the amount to be paid to Class Members
13 per Workweek based on information provided to the Settlement Administrator
14 by Defendants in accordance with Section III L1. The Workweeks will be
15 calculated based on Defendants' Workweek data and will be presumed to be
16 correct unless a particular Class Member timely proves otherwise to the
17 Settlement Administrator by credible written evidence. All Workweek
18 disputes will be resolved and decided by the Settlement Administrator, and
19 the Settlement Administrator's decision on all Workweek disputes will be
20 final and non-appealable. Should the total number of Projected Workweeks
21 increase by more than 10% of what was represented at the mediation through
22 the end of the Class Period, the Gross Settlement Amount will increase
23 proportionally for the number of Workweeks over 110% of 21,618 count. For
24 example, if the total workweeks in the Class Period are 115% of 21,618, the
25 Gross Settlement Amount shall increase by 5%. Defendants will provide the
26 total number of Non-Exempt Piece Rate Class Members and their
27 corresponding Workweek count during the Class Period as well as the total
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1 number of Non-Exempt Hourly Class Members and their workweek count
2 during the Class Period. Defendants will provide a declaration under penalty
3 of perjury confirming the number of all Non-Exempt Piece Rate Class
4 Members and Non-Exempt Hourly Class Members and the corresponding
5 Workweeks they worked during the applicable Class Period two court days
6 prior to the hearing on Plaintiffs' motion for preliminary approval of the
7 Settlement.

8 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
9 into the QSF, through the Settlement Administrator no later than fourteen (14)
10 days after the Effective Date. Any interest accrued will be added to the NSA
11 and distributed to the Settlement Class Members except that if final approval
12 is reversed on appeal, then Defendants are entitled to prompt return of the
13 principal and all interest accrued.

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

17 B. Release by Settlement Class Members. Effective as of the Funding Date, in exchange
18 for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class
19 Members on behalf of themselves and their respective former and present
20 representatives, agents, attorneys, heirs, administrators, successors and assigns, release
21 the Released Parties from the Released Class Claims for the Class Period.

22 C. Release by the Aggrieved Employees. Effective as of the Funding Date, in exchange
23 for the consideration set forth in this Agreement, the Plaintiffs, the LWDA and the
24 State of California release the Released Parties from the Released PAGA Claims for
25 the PAGA Period. As a result of this release, the Aggrieved Employees on behalf of
26 themselves and their respective former and present representatives, agents, attorneys,
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1 heirs, administrators, successors and assigns, shall be precluded from bringing claims
2 against Defendants for the Released PAGA Claims.

3 D. General Release by Plaintiffs. In addition to the Settlement Class Members' Released
4 Claims and the Released PAGA Claims, effective as of the Funding Date, for the
5 consideration set forth in this Agreement, including without limitation the
6 Enhancement Award, Plaintiffs on behalf of themselves and their respective former
7 and present representatives, agents, attorneys, heirs, administrators, successors and
8 assigns, waive, release, acquit and forever discharge the Released Parties from any and
9 all claims, whether known or unknown, which exist or may exist on any of the
10 Plaintiffs' behalf as of the date of this Agreement, including without limitation any
11 claims relating to or arising from any aspect of their respective employment, or
12 termination of employment with Defendants, any and all tort claims, contract claims,
13 wage claims, wrongful termination claims, disability claims, benefit claims, public
14 policy claims, retaliation claims, statutory claims, personal injury claims, emotional
15 distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
16 meruit claims, and any and all claims arising under any federal, state or other
17 governmental statute, law, regulation or ordinance, including, without limitation
18 claims for violation of the Fair Labor Standards Act, the California Labor Code, the
19 Wage Orders of California's Industrial Welfare Commission, other state wage and
20 hour laws, the Americans with Disabilities Act, the Age Discrimination in
21 Employment Act (ADEA), the Older Workers Benefits Protection Act ("OWBPA"),
22 the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
23 1964, the California Fair Employment and Housing Act, the California Family Rights
24 Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
25 California Business & Professions Code Section 17200 et seq., and any and all claims
26 arising under any federal, state or other governmental statute, law, regulation or
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1 ordinance. Plaintiffs also waive and relinquish any and all claims, rights or benefits
2 that they may have under California Civil Code § 1542, which provides as follows:

3
4 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
5 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
6 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
7 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
8 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
9 ***OR RELEASED PARTY.***

10 Thus, notwithstanding the provisions of section 1542, and to implement a full and
11 complete release and discharge of the Released Parties, Plaintiffs expressly
12 acknowledge this Settlement Agreement is intended to include in its effect, without
13 limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at
14 the time of signing this Settlement Agreement, and that this Settlement Agreement
15 contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs
16 have read this Settlement Agreement, including this waiver of California Civil Code
17 section 1542, and that Plaintiffs have consulted with or had the opportunity to consult
18 with counsel of Plaintiffs' choosing about this Settlement Agreement and specifically
19 about the waiver of section 1542, and that Plaintiffs understand this Settlement
20 Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter
21 into this Settlement Agreement. Plaintiffs further acknowledge that Plaintiffs later may
22 discover facts different from or in addition to those Plaintiffs now know or believe to
23 be true regarding the matters released or described in this Settlement Agreement, and
24 even so Plaintiffs agree that the releases and agreements contained in this Settlement
25 Agreement shall remain effective in all respects notwithstanding any later discovery
26 of any different or additional facts. Plaintiffs expressly assume any and all risk of any
27 mistake in connection with the true facts involved in the matters, disputes, or
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1 controversies released or described in this Settlement Agreement or with regard to any
2 facts now unknown to Plaintiffs relating thereto.

3 Plaintiffs Jorge Fimbres and Andy Dohrer are each 40 years old or older, and by
4 signing this Agreement they individually acknowledge and agree that they have been
5 informed that they have the right to legal counsel and are entitled to twenty-one (21)
6 calendar days from receipt of this Agreement to consider whether the terms are
7 acceptable to them, and each has consulted with legal counsel about waiving and
8 releasing all rights they may have under the ADEA and the OWBPA. Plaintiffs Jorge
9 Fimbres and Andy Dohrer are further hereby notified of their respective right to revoke
10 the release of claims arising, if any, under the ADEA within a period of seven (7)
11 calendar days after they sign this Agreement. In order to be effective, the revocation
12 must (a) be in writing; and (b) be delivered to Class Counsel Shani Zakay of Zakay
13 Law Group, APLC, via electronic mail addressed to: shani@zakaylaw.com within the
14 required period.

15
16 E. Conditions Precedent: This Settlement will become final and effective only upon the
17 occurrence of all of the following events:

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

1 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
2 preliminarily or finally approved by the Court and/or the LWDA, or if the appellate
3 court fails to approve the Settlement, or if the Settlement Agreement is otherwise
4 terminated, fails to become effective, or is reversed, withdrawn or modified by the
5 Court or an appellate court, or in any way prevents or prohibits Defendants from
6 obtaining a complete resolution of the Released Class Claims, the PAGA Released
7 Claims and/or the claims released by the individual Plaintiffs, or if Defendants fail to
8 fully fund the Gross Settlement Amount:

- 9 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
10 and shall not be admissible in any judicial, administrative or arbitral
11 proceeding for any purpose or with respect to any issue, substantive or
12 procedural, and the Parties shall be restored to their respective positions prior
13 to entering into the Settlement Agreement, and no party shall be bound by any
14 of the terms of the Settlement Agreement, including Defendants' obligation
15 to make payments to the Settlement Class Members, the Settlement
16 Administrator, the LWDA, Plaintiffs or Class Counsel;
- 17 2. The conditional class certifications (obtained for any purpose) shall be void
18 *ab initio* and of no force or effect, and shall not be admissible in any judicial,
19 administrative or arbitral proceeding for any purpose or with respect to any
20 issue, substantive or procedural;
- 21 3. None of the Parties to this Settlement will be deemed to have waived any
22 claims, objections, defenses or arguments in the Action, including with respect
23 to the issue of class certification;
- 24 4. Any Preliminary Approval Order, final approval order or Judgment, shall be
25 vacated;
- 26 5. The Settlement Agreement and all negotiations, statements, proceedings and
27 data relating thereto shall be deemed confidential mediation settlement
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1 communications and not subject to disclosure for any purpose in any
2 proceeding;

3 6. Defendants shall bear the sole responsibility for any reasonable cost to issue
4 or reissue any curative notice to the Settlement Class Members and all
5 reasonable Settlement Administration Costs incurred to the date of
6 nullification.

7 G. Certification of the Settlement Class. The Parties stipulate to conditional class
8 certification of the Non-Exempt Piece Rate Class and the Non-Exempt Hourly Class
9 for the Class Period for purposes of settlement only. In the event that this Settlement
10 is not approved by the Court, fails to become effective, or is reversed, withdrawn or
11 modified by the Court or the appellate court, or in any way prevents or prohibits
12 Defendants from obtaining a complete resolution of the Released Class Claims, the
13 PAGA Released Claims and/or the claims released by the individual Plaintiffs, the
14 conditional class certifications (obtained for any purpose) shall be void *ab initio* and
15 of no force or effect, and shall not be admissible in any judicial, administrative or
16 arbitral proceeding for any purpose or with respect to any issue, substantive or
17 procedural.

18 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
19 effect of the payments called for, and Class Members and/or Aggrieved Employees are
20 not relying on any statement or representation by the Parties in this regard. Class
21 Members and/or Aggrieved Employees understand and agree that they will be
22 responsible for the payment of any taxes and penalties assessed on the Individual
23 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
24 Employee Payment described and will be solely responsible for any penalties or other
25 obligations resulting from their personal tax reporting of Individual Settlement
26 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
27 Payment.
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1 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
4 of this Agreement, and no written communication or disclosure between or among the
5 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
6 such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department circular 230 (31 CFR
8 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
9 her or its own, independent legal and tax counsel for advice (including tax advice) in
10 connection with this Agreement, (b) has not entered into this Agreement based upon
11 the recommendation of any other Party or any attorney or advisor to any other Party,
12 and (c) is not entitled to rely upon any communication or disclosure by any attorney
13 or adviser to any other party to avoid any tax penalty that may be imposed on the
14 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
15 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by
17 the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Agreement.

19 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
20 preliminary approval within thirty (30) calendar days of execution of this Agreement,
21 or within the statutory timeframe as determined by the Court’s setting of the
22 preliminary approval hearing, which shall include this Settlement Agreement.
23 Plaintiffs will provide Defendants with a draft of the Motion at least 3 business days
24 prior to the filing of the Motion to give Defendants an opportunity to propose changes
25 or additions to the Motion.

26 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
27 establishing and administering the QSF; calculating, processing and mailing payments
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1 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
2 mailing the Notice Packets to the Class Members as directed by the Court; receiving
3 and reporting the objections and requests for exclusion; calculating, deducting and
4 remitting all legally required taxes from Individual Settlement Payments and
5 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
6 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
7 individual shares of the Aggrieved Employee Payment; processing and mailing tax
8 payments to the appropriate state and federal taxing authorities; providing
9 declaration(s) as necessary in support of preliminary and/or final approval of this
10 Settlement; and other tasks as the Parties mutually agree or the Court orders the
11 Settlement Administrator to perform. The Settlement Administrator shall keep the
12 Parties timely apprised of the performance of all Settlement Administrator
13 responsibilities by among other things, sending a weekly status report to the Parties'
14 counsel stating the date of the mailing, the of number of Elections Not to Participate
15 in Settlement it receives (including the numbers of valid and deficient), and number of
16 objections received. The Settlement Administrator shall provide Defendants through
17 their counsel of record, a written verification of its operative procedures for protecting
18 the security of Class Data, the amounts of insurance coverage for any data breach,
19 defalcation of funds or other misfeasance and the name(s) of the insurance companies
20 providing the foregoing insurance coverage.

21 L. Notice Procedure.

- 22 1. Class Data. No later than ten (10) business days after the Preliminary
23 Approval Date, Defendants shall provide the Settlement Administrator with
24 the Class Data for purposes of preparing and mailing Notice Packets to the
25 Class Members.
- 26 2. Notice Packets.

- 1 a) The Notice Packet shall contain the Notice of Class Action Settlement
2 in a form substantially similar to the form attached as **Exhibit A**. The
3 Notice of Class Action Settlement shall inform Class Members and
4 PAGA Class Members that they need not do anything in order to
5 receive an Individual Settlement Payment and/or Aggrieved
6 Employees' individual shares of the Aggrieved Employee Payment
7 and to keep the Settlement Administrator apprised of their current
8 mailing address, to which the Individual Settlement Payments and/or
9 Aggrieved Employees' individual shares of the Aggrieved
10 Employment Payment will be mailed following the Funding Date. The
11 Notice of Class Action Settlement shall set forth the release to be given
12 by all members of the Class who do not request to be excluded from
13 the Settlement Class and/or Aggrieved Employees in exchange for an
14 Individual Settlement Payment and/or Aggrieved Employees'
15 individual shares of the Aggrieved Employment Payment, the number
16 of Workweeks worked by each Class Member during the Class Period
17 and PAGA Period, if any, and the estimated amount of their Individual
18 Settlement Payment if they do not request to be excluded from the
19 Settlement and each Aggrieved Employees' share of the Aggrieved
20 Employment Payment, if any. The Settlement Administrator shall use
21 the Class Data to determine Class Members' Workweeks and PAGA
22 Workweeks. The Notice will also advise the Aggrieved Employees
23 that they will release the Released PAGA Claims and will receive their
24 share of the Aggrieved Employee Payment regardless of whether they
25 request to be excluded from the Settlement.
- 26 b) The Notice Packet's mailing envelope shall include the following
27 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
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1 ENTITLED TO PARTICIPATE IN A CLASS ACTION
2 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
3 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
4 NOTICE.”

- 5 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
6 Settlement Administrator will perform a search based on the National Change
7 of Address Database to update and correct any known or identifiable address
8 changes. No later than twenty-one (21) calendar days after preliminary
9 approval of the Settlement, the Settlement Administrator shall mail copies of
10 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
11 Settlement Administrator shall exercise its best judgment to determine the
12 current mailing address for each Class Member. The address identified by the
13 Settlement Administrator as the current mailing address shall be presumed to
14 be the best mailing address for each Class Member.
- 15 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
16 Administrator as non-delivered on or before the Response Deadline shall be
17 re-mailed to any forwarding address provided. If no forwarding address is
18 provided, the Settlement Administrator shall promptly attempt to determine a
19 correct address by lawful use of skip-tracing, or other search using the name,
20 address and/or Social Security number of the Class Member involved, and
21 shall then perform a re-mailing, if another mailing address is identified by the
22 Settlement Administrator. In addition, if any Notice Packets, which are
23 addressed to Class Members who are currently employed by Defendants, are
24 returned to the Settlement Administrator as non-delivered and no forwarding
25 address is provided, the Settlement Administrator shall notify Defendants.
26 Defendants will request that the currently employed Class Member provide a
27 corrected address, and transmit to the Administrator any corrected address
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1 provided by the Class Member. Class Members who received a re-mailed
2 Notice Packet shall have their Response Deadline extended fifteen (15) days
3 from the original Response Deadline.

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

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

20 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
21 Packet shall state that Class Members who wish to exclude themselves from
22 the Settlement must submit a written request for exclusion to the Settlement
23 Administrator by the Response Deadline. The written request for exclusion
24 must state that the Class Member wishes to exclude himself or herself from
25 the Settlement and (1) must contain the name, address, and the last four digits
26 of the Social Security number of the person requesting exclusion; (2) must be
27 signed by the Class Member; (3) must be postmarked or fax stamped by the
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1 Response Deadline and returned to the Settlement Administrator at the
2 specified address or fax telephone number; and (4) contain a typewritten or
3 handwritten notice stating in substance that he or she wishes to be excluded
4 from the settlement of the class action lawsuit entitled *Manuel Fimbres, et al.*
5 *v. Dreamstyle Remodeling of California, LLC., et al.*, currently pending in
6 Superior Court of San Diego, Case No. 37-2022-00013690-CU-OE-CTL.
7 The request for exclusion will not be valid if it is not timely submitted, if it is
8 not signed by the Class Member, or if it does not contain the name and address
9 and last four digits of the Social Security number of the Class Member. The
10 date of the postmark on the mailing envelope or fax stamp on the request for
11 exclusion shall be the exclusive means used to determine whether the request
12 for exclusion was timely submitted. Any Class Member who submits a timely
13 request for exclusion shall be excluded from the Settlement Class will not be
14 entitled to an Individual Settlement Payment and will not be otherwise bound
15 by the terms of the Settlement or have any right to object, appeal or comment
16 thereon. However, any Class Member that submits a timely request for
17 exclusion that is also a member of the Aggrieved Employees will still receive
18 his/her pro rata share of the PAGA Settlement, as specified below, and in
19 consideration, will be bound by the Release by the Aggrieved Employees as
20 set forth herein. Settlement Class Members who fail to submit a valid and
21 timely request for exclusion on or before the Response Deadline shall be
22 bound by all terms of the Settlement and any final judgment entered in this
23 Action if the Settlement is approved by the Court. No later than twenty-one
24 (21) calendar days after the Response Deadline, the Settlement Administrator
25 shall provide counsel for the Parties with a final list of the Class Members
26 who have timely submitted timely requests for exclusion. At no time shall any
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1 of the Parties or their counsel seek to solicit or otherwise encourage members
2 of the Class to submit requests for exclusion from the Settlement.

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

25 M. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
26 pay the Gross Settlement Amount plus any employer’s share of payroll taxes as
27 mandated by law within the time specified hereinabove on the Funding Date.
28

1 1. Calculation of Individual Settlement Payments. The Net Settlement Amount
2 shall be split between the Non-Exempt Piece Rate Class and the Non-Exempt
3 Hourly Class, with 75% of the Net Settlement Amount to be allocated to the
4 Non-Exempt Piece Rate Class and 25% of the Net Settlement Amount to be
5 allocated to the Non-Exempt Hourly Class. Individual Settlement Payments
6 shall be paid from the Net Settlement Amount pursuant to the formulas set
7 forth herein:

8 a) **Non-Exempt Piece Rate Class:** Using the Class Data, the Settlement
9 Administrator shall add up the total number of Workweeks for members of
10 the Non-Exempt Piece Rate Class. The respective Workweeks for each Non-
11 Exempt Piece Rate Class member will be divided by the total Workweeks for
12 all Non-Exempt Piece Rate Class members, resulting in the Payment Ratio for
13 each Non-Exempt Piece Rate Class member. Each Non-Exempt Piece Rate
14 Class member's Payment Ratio will then be multiplied by portion of the Net
15 Settlement Amount allocated to the Non-Exempt Piece Rate Class (i.e. 75%
16 of the Net Settlement Amount), to calculate each Non-Exempt Piece Rate
17 Class member's estimated Individual Settlement Payments. Each Individual
18 Settlement Payment will be reduced by any legally mandated employee tax
19 withholdings (e.g., employee payroll taxes, etc.). Individual Settlement
20 Payments for Members of the Non-Exempt Piece Rate Class who submit valid
21 and timely requests for exclusion will be redistributed to Members of the Non-
22 Exempt Piece Rate Class who do not submit valid and timely requests for
23 exclusion on a pro rata basis based on their respective Payment Ratios.

24 b) **Non-Exempt Hourly Class:** Using the Class Data, the Settlement
25 Administrator shall add up the total number of Workweeks for members of
26 the Non-Exempt Hourly Class. The respective Workweeks for each Non-
27 Exempt Hourly Class member will be divided by the total Workweeks for all
28

1 Non-Exempt Hourly Class members, resulting in the Payment Ratio for each
2 Non-Exempt Hourly Class Member. Each Non-Exempt Hourly Class
3 member's Payment Ratio will then be multiplied by portion of the Net
4 Settlement Amount allocated to the Non-Exempt Hourly Class (i.e. 25% of
5 the Net Settlement Amount), to calculate each Non-Exempt Hourly Class
6 member's estimated Individual Settlement Payments. Each Individual
7 Settlement Payment will be reduced by any legally mandated employee tax
8 withholdings (e.g., employee payroll taxes, etc.). Individual Settlement
9 Payments for Members of the Non-Exempt Hourly Class who submit valid
10 and timely requests for exclusion will be redistributed to Members of the Non-
11 Exempt Hourly Class who do not submit valid and timely requests for
12 exclusion on a pro rata basis based on their respective Payment Ratios.

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

22 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
23 Settlement Payments shall be allocated and treated as 25% wages ("Wage
24 Portion") and 75% penalties and pre-judgment interest ("Penalties and Interest
25 Portion"). The Wage Portion of the Individual Settlement Payments shall be
26 reported on IRS Form W-2 and the Penalties and Interest Portion and Interest
27
28

1 Portion of the Individual Settlement Payments shall be reported on IRS Form
2 1099 issued by the Settlement Agreement.

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

6 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
7 individual shares of the PAGA Penalties made to Settlement Class Members
8 and/or Aggrieved Employees under this Settlement Agreement, as well as any
9 other payments made pursuant to this Settlement Agreement, will not be
10 utilized to calculate any additional benefits under any benefit plans to which
11 any Class Members may be eligible, including, but not limited to profit-
12 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
13 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
14 Parties' intention that this Settlement Agreement will not affect any rights,
15 contributions, or amounts to which any Class Members may be entitled under
16 any benefit plans.

17 6. All monies received by Settlement Class Members under the Settlement which
18 are attributable to wages shall constitute income to such Settlement Class
19 Members solely in the year in which such monies actually are received by the
20 Settlement Class Members. It is the intent of the Parties that Individual
21 Settlement Payments and individual shares of the PAGA Penalties provided for
22 in this Settlement agreement are the sole payments to be made by Defendants to
23 Settlement Class Members and/or Aggrieved Employees in connection with this
24 Settlement Agreement, with the exception of Plaintiffs, and that the Settlement
25 Class Members and/or Aggrieved Employees are not entitled to any new or
26 additional compensation or benefits as a result of having received the Individual
27 Settlement Payments and/or their shares of the Aggrieved Employee Payment.
28

- 1 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
2 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
3 and/or Aggrieved Employees' last known mailing address no later than fifteen
4 (15) calendar days after the Funding Date.
- 5 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
6 Employees shall remain valid and negotiable for one hundred and eighty (180)
7 days from the date of their issuance. If a Settlement Class Member and/or
8 Aggrieved Employees does not cash his or her settlement check within 90
9 days, the Settlement Administrator will send a letter to such persons, advising
10 that the check will expire after the 180th day, and invite that Settlement Class
11 Member and/or Aggrieved Employees to request reissuance in the event the
12 check was destroyed, lost or misplaced. In the event an Individual Settlement
13 Payment and/or Aggrieved Employees' individual share of the PAGA
14 Penalties check has not been cashed within one hundred and eighty (180) days,
15 all funds represented by such uncashed checks, plus any interest accrued
16 thereon, shall be paid to the Community Law Project, a Cy Pres, in accordance
17 with California Code of Civil Procedure section 384.
- 18 9. Enhancement Award. In addition to the Individual Settlement Payments as
19 Settlement Class Members and their individual shares of the Aggrieved
20 Employee Payments, Plaintiffs Andy Dohrer, Ryan Houser, Abens Ponce, and
21 Eliot Warner will apply to the Court for an award of not more than \$10,000.00,
22 as the Enhancement Award. In addition to the Individual Settlement Payment
23 as a Settlement Class Member and his individual share of the Aggrieved
24 Employee Payment, Plaintiff Manuel Fimbres will apply to the Court for an
25 award of not more than \$12,500.00, as the Enhancement Award. Defendants
26 will not oppose an Enhancement Award of not more than \$10,000.00 for
27 Plaintiffs Andy Dohrer, Ryan Houser, Abens Ponce, and Eliot Warner, and
28

1 Defendants will not oppose an Enhancement Award of not more than
2 \$12,500.00 for Plaintiff Manuel Fimbres. The Settlement Administrator shall
3 pay the Enhancement Award, either in the amount stated herein if approved
4 by the Court or some other amount as approved by the Court, to Plaintiffs
5 from the Gross Settlement Amount no later than fifteen (15) calendar days
6 after the Funding Date. Any portion of the requested Enhancement Award
7 that is not awarded to the Class Representative shall be part of the Net
8 Settlement Amount and shall be distributed to Settlement Class Members as
9 provided in this Agreement. The Settlement Administrator shall issue an IRS
10 Form 1099 — MISC to Plaintiffs for their Enhancement Award. Plaintiffs
11 shall be solely and legally responsible to pay any and all applicable taxes on
12 their Enhancement Award and shall hold harmless the Released Parties from
13 any claim or liability for taxes, penalties, or interest arising as a result of the
14 Enhancement Award. Approval of this Settlement shall not be conditioned on
15 Court approval of the requested amount of the Enhancement Award. If the
16 Court reduces or does not approve the requested Enhancement Award,
17 Plaintiffs shall not have the right to revoke the Settlement, and it will remain
18 binding.

- 19 10. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class
20 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
21 the Gross Settlement Amount currently estimated to be \$450,000.00 **and**
22 Attorneys' Expenses supported by declaration not to exceed Thirty Thousand
23 Dollars (\$30,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses
24 shall be paid from the Gross Settlement Amount. Any portion of the requested
25 Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class
26 Counsel shall be part of the Net Settlement Amount and shall be distributed
27 to Settlement Class Members as provided in this Agreement. The Settlement
28

1 Administrator shall allocate and pay the Attorneys' Fees to Class Counsel
2 from the Gross Settlement Amount no later than fifteen (15) calendar days
3 after the Funding Date. Class Counsel shall be solely and legally responsible
4 to pay all applicable taxes on the payment made pursuant to this paragraph.
5 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
6 Counsel for the payments made pursuant to this paragraph. In the event that
7 the Court reduces or does not approve the requested Attorneys' Fees, Plaintiffs
8 and Class Counsel shall not have the right to revoke the Settlement, or to
9 appeal such order, and the Settlement will remain binding. Released Parties
10 shall have no liability to Class Counsel or any other Plaintiff's counsel arising
11 from any claim to any portion of any Attorney's Fees and/or Attorney's
12 Expenses. Class Counsel will hold Defendants harmless, and protect and
13 indemnify Defendants, from any dispute or controversy regarding division or
14 sharing of these payments.

- 15
- 16 11. PAGA Penalties. Fifty Thousand Dollars (\$50,000.00) shall be allocated from
17 the Gross Settlement Amount for settlement of claims for civil penalties under
18 the Private Attorneys General Act of 2004 ("PAGA Penalties"). The
19 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
20 Penalties (\$37,500.00) to the California Labor and Workforce Development
21 Agency no later than fifteen (15) calendar days after the Effective Date
22 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
23 Penalties (\$12,500.00) will be distributed to the Aggrieved Employees as
24 described in this Agreement (hereinafter "Aggrieved Employee Payment").
25 For purposes of distributing the PAGA Penalties to the Aggrieved Employees,
26 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved
27 Employee Payment using the PAGA Payment Ratio as defined above.
- 28

12. Administration Costs. 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 \$12,000.00. The Settlement Administrator shall be paid the Administration Costs no later than fifteen (15) calendar days after the Effective Date.

N. Final Approval Motion. Class Counsel and Plaintiffs 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 Enhancement Awards, the Attorneys' Fees and Attorneys' Expenses, the PAGA Penalties, and the Administration Costs. Plaintiffs will provide Defendants with a draft of the Motion at least 3 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 Plaintiffs' 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 Settlement Payment, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its

1 approval, and Judgment thereon, at the time Class Counsel files the Motion
2 for Final Approval.

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

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

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

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

17 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
18 Agreement among these Parties, and no oral or written representations, warranties or
19 inducements have been made to any Party concerning this Agreement or its Exhibit
20 other than the representations, warranties and covenants contained and memorialized
21 in this Agreement and its Exhibit.

22 S. 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
28

1 authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and
2 warrant that they are authorized to sign this Agreement and that they have not assigned
3 any claim, or part of a claim, covered by this Settlement to a third-party.

4 T. No Public Comment: The Parties and their counsel agree not to issue any press
5 releases, initiate any contact with the press, respond to any press inquiry or make any
6 public communication about the fact, amount or terms of the settlement, except
7 however that this does not prohibit disclosures required by law and/or within Plaintiffs
8 and Plaintiffs' counsel and expert, Defendants and Defendants' counsel and expert,
9 and those within Defendants' organization or financial advisors/accountants with a
10 need to know in order to approve or execute the terms of this Settlement Agreement.

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

13 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.

15 W. Execution in Counterparts. This Agreement may be executed in one or more
16 counterparts by facsimile, electronic signature, or email which for purposes of this
17 Agreement shall be accepted as original. All executed counterparts and each of them
18 will be deemed to be one and the same instrument. Any executed counterpart will be
19 admissible in evidence to prove the existence and contents of this Agreement.

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

24 Y. Continuing Jurisdiction. The Parties agree that the Court shall retain continuing
25 jurisdiction over this case under CCP Section 664.6 to ensure the continuing
26 implementation of the provisions of this Settlement and that the time within which to
27 bring this Action to trial under CCP Section 583.310 shall be extended from the date
28

1 of the signing of the Memorandum of Understanding between the Parties by all Parties
2 until the entry of the final approval order and judgment or if not entered, the date the
3 Memorandum of Understanding between the Parties shall no longer be of any force or
4 effect.

5 Z. Court Filings. The Parties agree not to object to any Court filings consistent with this
6 Agreement.

7 AA. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement
8 Agreement shall be presented to the mediator for resolution and the mediator's
9 decision on all such disputes will be final and non-appealable.

10 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
11 the Court shall first attempt to construe the provisions valid to the fullest extent
12 possible consistent with applicable precedents so as to define all provisions of this
13 Agreement valid and enforceable.

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

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

25 EE. Use and Return of Class Data. Information provided to Class Counsel pursuant to
26 California Evidence Code section 1152, and all copies and summaries of the Class
27 Data provided to Class Counsel by Defendants in connection with mediation, or in
28

connection with this Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than fifteen (15) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs, through Class Counsel and Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendants.

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

DATED: Nov 21, 2023



Manuel fimbres (Nov 21, 2023 11:11 PST)

Manuel Fimbres

DATED: Nov 30, 2023



Andrew Dohrer (Nov 30, 2023 12:22 PST)

Andy Dohrer

DATED: Dec 1, 2023



Ryan Houser (Dec 1, 2023 14:00 PST)

Ryan Houser

DATED: Nov 30, 2023



Abens ponce (Nov 30, 2023 12:04 PST)

Abens Ponce

DATED: Nov 30, 2023



Eliot warner (Nov 30, 2023 11:18 PST)

Eliot Warner

IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

DREAMSTYLE REMODELING OF CALIFORNIA,
LLC, a Delaware limited liability company

Printed Name

Title

1 connection with this Settlement, may be used only with respect to this Settlement, and
2 no other purpose, and may not be used in any way that violates any existing contractual
3 agreement, statute, or rule of court. Not later than fifteen (15) days after the date when
4 the Court discharges the Administrator's obligation to provide a declaration
5 confirming the final pay out of all Settlement funds, Plaintiffs, through Class Counsel
6 and Class Counsel shall destroy, all paper and electronic versions of Class Data
7 received from Defendants.

8
9 **IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:**

10 DATED: _____

11 _____
Manuel Fimbres

12 DATED: _____

13 _____
Andy Dohrer

14 DATED: _____

15 _____
Ryan Houser

16 DATED: _____

17 _____
Abens Ponce

18 DATED: _____

19 _____
Eliot Warner

20 **IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:**

21 DATED: __ 11-21-23 _____

22 Vince Nardo
Vince Nardo (Nov 21, 2023 15:10 PST)

23 DREAMSTYLE REMODELING OF CALIFORNIA,
24 LLC, a Delaware limited liability company

25 Vince Nardo _____

26 Printed Name

27 President _____

28 Title

1
2 DATED: _____

Vince Nardo

Vince Nardo (Nov 21, 2023 15:10 PST)

DREAMSTYLE REMODELING OF CALIFORNIA,
INC., a California corporation

Printed Name

Title

Vince Nardo

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8 DATED: _____

Vince Nardo (Nov 21, 2023 15:10 PST)

DREAMSTYLE REMODELING, INC., a New
Mexico Corporation

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Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: November 21, 2023

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiffs and the Settlement Class
Members

DATED: November 21, 2023

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiffs and the Settlement Class
Members

1 DATED: 12.4.2023
2
3

THE LAW OFFICE OF KEN SELIGSON

By: 
Ken Seligson, Esq.

Attorneys for Plaintiffs and the Settlement Class
Members

7
8 DATED: 11-21-23
9

CAHILL & CAMPITIELLO

By: Lawrence Campitiello
Lawrence G. Campitiello, Esq.

Attorneys for Defendants

EXHIBIT A

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

(Fimbres v. Dreamstyle Remodeling of California, LLC, et al., San Diego County Superior Court Case No. 37-2022-00013690-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 Plaintiffs Manuel Fimbres, Andy Dohrer, Ryan Houser, Abens Ponce, and Eliot Warner (Plaintiffs”) and Defendants Dreamstyle Remodeling of California, LLC, Dreamstyle Remodeling of California, Inc., and Dreamstyle Remodeling, Inc. (“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 Non-Exempt Piece Rate Class and/or a member of the Non-Exempt Hourly Class.

The Non-Exempt Piece Rate Class is defined as:

All non-exempt employees who worked solely on a piece rate basis or on a piece rate and hourly combination basis, who are or previously were employed by Defendants and performed work in California during the Class Period.

The Non-Exempt Hourly Class is defined as:

All non-exempt employees who worked solely on an hourly basis, who are or previously were employed by Defendants and performed work in California during the Class Period.

The “Class Period” is the period of time running from April 12, 2018, to December 31, 2023, or the date the court grants preliminary approval, whichever is sooner.

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 April 12, 2022, Plaintiff Manuel Fimbres filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego, asserting causes of action 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) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 et seq.); (7) Failure to Provide Wages When Due (Labor Code §§ 201, 202, 203); and (8) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802). On April 25, 2022, Plaintiff Manuel Fimbres filed the First Amended Complaint, adding a claim for violation of the Private Attorneys General Act (Labor Code §§ 2698 et seq.). On XXXX, the Plaintiffs filed the operative Second Amended Complaint, adding Plaintiffs Andy Dohrer, Ryan Houser, Abens Ponce, and Eliot Warner to the Action.

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 contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On September 7, 2023, the Parties participated in an all-day mediation with Steven Serratore, Esq., a mediator of wage and hour class 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 Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and The Law Office of Ken Seligson 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 One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the PAGA Payment, and the Class Representative Service Payment to the Plaintiffs.

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:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$12,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$450,000.00) and Attorneys' Costs of not more than \$30,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs 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.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000) to each, Plaintiff Andy Dohrer, Plaintiff Ryan Houser, Plaintiff Abens Ponce, and Plaintiff Eliot Warner, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. Class Representative Service Payment of up to Twelve Thousand Five Hundred Dollars (\$12,500) to Plaintiff Manuel Fimbres, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$50,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$37,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$12,500.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement 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 ("Participating Class Members"). The Settlement Share for each Participating Class Member will be split between the Non-Exempt Piece Rate Class and the Non-Exempt Hourly Class, with 75% of the Net Settlement Amount to be allocated to the Non-Exempt Piece Rate Class and 25% of the Net Settlement Amount to be allocated to the Non-Exempt Hourly Class. Participating Class Members in the Non-Exempt Piece Rate Class will be paid based on the number of workweeks worked during the Class Period. Participating Class Members in the Non-Exempt Hourly Class will be paid based on the number of workweeks worked 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 non-exempt employees who are or previously were employed by Defendants and performed work in California during the PAGA Period. The PAGA Period means the period between February 18, 2021, to December 31, 2023, or the date the court grants preliminary approval, whichever is sooner.

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 ensure 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 (45%) of each Individual Settlement Payment is allocated to interest, penalties, and other non-wage payments, and no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. 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 Payment 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, Plaintiffs and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint which occurred during the Class Period, and expressly 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. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the operative complaint.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means 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.

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

5. How much will my payment be?

Defendants' records reflect that you have << >> Workweeks worked during the Class Period (April 12, 2018 through <<INSERT DECEMBER 31, 2023 OR PRELIMINARY APPROVAL DATE, WHICHEVER IS SOONER>>).

Based on this information, your estimated Settlement Share is << _____ >>.

Defendants' records reflect that you have << _____ >> pay periods worked during the PAGA Period (February 18, 2021 through <<INSERT DECEMBER 31, 2023 OR PRELIMINARY APPROVAL DATE, WHICHEVER IS SOONER>>).

Based on this information, your estimated PAGA Payment Share is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement 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].

6. How can I get a payment?

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

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be 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.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. 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 *Manuel Fimbres, et al. v. v. Dreamstyle Remodeling of California, LLC, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00013690-CU-OE-CTL. The request for exclusion must 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 for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in 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. All written objections or other correspondence must also state the name and number of the case, which is *Manuel Fimbres, et al. v. Dreamstyle Remodeling of California, LLC, et al., Superior Court of San Diego, Case No. 37-2022-00013690-CU-OE-CTL*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any 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 18 Technology Drive, Suite 164, Irvine, CA 92618; 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 Defendants:

Lawrence G. Campitiello, Esq.
Madeline Cahill, Esq.
Cahill & Campitiello LLP
11440 West Bernardo Court, Ste 214
San Diego, CA 92127
Tel: 442-777-5708
E-Mail:
lcampitiello@cahillcampitiello.com
mcahill@cahillcampitiello.com

Class Counsel:

Ken Seligson, Esq.
The Law Office of Ken Seligson
2219 Main St Pmb 710
Santa Monica, CA 90405-2217
Tel.: 845-988-8548
E-Mail: ken@seligsonlaw.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Diego County Superior Court, Department XX, located at [REDACTED] before Judge [REDACTED]. 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 1-800-355-0700 or write to *Manuel Fimbres, et al. v. Dreamstyle Remodeling of California, LLC, et al., Superior Court of San Diego, Case No. 37-2022-00013690-CU-OE-CTL*, Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

1 **JCL LAW FIRM, APC**

2 Jean-Claude Lapuyade (State Bar #248676)

3 Monnett De La Torre (State Bar # 272884)

4 5440 Morehouse Drive, Suite 3600

5 San Diego, CA 92121

6 Telephone: (619) 599-8292

7 Facsimile: (619) 599-8291

8 jlapuyade@jcl-lawfirm.com

9 mdelatorre@jcl-lawfirm.com

10 **ZAKAY LAW GROUP, APLC**

11 Shani O. Zakay (State Bar #277924)

12 Jaclyn Joyce (State Bar #285124)

13 5440 Morehouse Drive, Suite 3600

14 San Diego, CA 92121

15 Telephone: (619) 255-9047

16 Facsimile: (858) 404-9203

17 shani@zakaylaw.com

18 jaclyn@zakaylaw.com

19 **LAW OFFICE OF KEN SELIGSON**

20 Ken Seligson

21 2219 Main St, Suite 710

22 Santa Monica, CA 90405

23 Telephone: (213) 293-6692

24 ken@seligsonlaw.com

25 Attorneys for Plaintiffs

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

27 **IN AND FOR THE COUNTY OF SAN DIEGO**

28 MANUEL FIMBRES, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

DREAMSTYLE REMODELING OF
CALIFORNIA, LLC, a Delaware limited
liability company; DREAMSTYLE
REMODELING OF CALIFORNIA, INC., a
California corporation; DREAMSTYLE
REMODELING, INC., a New Mexico
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 37-2022-00013690-CU-OE-CTL

~~PROPOSED~~ ORDER

Hearing Date: December 15, 2023

Hearing Time: 9:00am

Honorable Judge James A. Mangione
Department: C-75

Trial Date: Not Set
Action Filed: April 12, 2022

ELECTRONICALLY RECEIVED

Superior Court of California,
County of San Diego

11/21/2023 at 05:51:08 PM

Clerk of the Superior Court
By Nora Lopez, Deputy Clerk

FILED
Clerk of the Superior Court

DEC 15 2023

By: J. Pascual, Deputy

1 The Motion for Preliminary Approval of Class Action Settlement by Plaintiffs Manuel
2 Fimbres, Andy Dohrer, Ryan Houser, Abens Ponce and Eliot Warner ("Plaintiffs") came on for
3 hearing before this Court, the Honorable James A. Mangione presiding. The Court, having
4 considered the papers submitted in support of the motion, **HEREBY ORDERS THE**
5 **FOLLOWING:**

6 1. The Court grants preliminary approval to the Settlement based on the terms set
7 forth in Class Action Settlement Agreement ("Agreement"), a true and correct copy of which is
8 attached hereto as Exhibit "1". This is based on the Court's determination that the Settlement
9 Agreement is within the range of possible final approval, pursuant to the provisions of Section
10 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

11 2. This Order incorporates by reference the definitions in the Agreement, and all
12 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.
13 Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that shall be
14 paid by Defendants Dreamstyle Remodeling of California, LLC, Dreamstyle Remodeling of
15 California, Inc., and Dreamstyle Remodeling, Inc. ("Defendants") is One Million Three Hundred
16 Fifty Thousand Dollars and Zero Cents (\$1,350,000). It appears to the Court on a preliminary
17 basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class
18 Members when balanced against the probable outcome of further litigation relating to
19 certification, liability, and damages issues. It further appears that investigation and research have
20 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
21 positions. It further appears to the Court that settlement at this time will avoid substantial
22 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
23 further prosecution of the litigation. It further appears that the Settlement has been reached as the
24 result of intensive, serious, and non-collusive arms-length negotiations

25 3. A Final Approval Hearing shall be held before this Court on September 13, 2024 at
26 9:00 a.m. in Department C-75 of the Superior Court of the State of California for the County of
27 San Diego, to determine all necessary matters concerning the Settlement, including: whether the
28 proposed settlement of the Action on the terms and conditions provided for in the Settlement is

1 fair, adequate, and reasonable and should be finally approved by the Court; whether an Order
2 Granting Final Approval should be entered; whether the plan of allocation contained in the
3 Settlement should be approved as fair, adequate, and reasonable to the Class Members; and
4 whether to finally approve the PAGA Penalties payment, the Class Counsel Fees Payment, the
5 Class Counsel Litigation Expenses Payment, the Enhancement Awards to the Plaintiffs, and
6 Settlement Administration Expenses. The motion for final approval and the motion for award of
7 attorneys' fees and costs shall be filed no later than sixteen (16) court days before the Final
8 Approval Hearing.

9
10 4. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
11 certification of the Class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. Whether or
13 not the settlement is finally approved, neither the Agreement, nor any document, statement,
14 proceeding or conduct related to the Agreement may be admitted in any proceeding as an
15 admission by Defendants or any of the Released Parties, Plaintiffs, or any person within the
16 definition of the Class.

17 5. For settlement purposes only, the Court certifies the following classes:

18 (a) Non-Exempt Piece Rate Class: all non-exempt employees who worked
19 solely on a piece rate basis and hourly combination basis, who are or previously were employed
20 by Defendants and performed work in California from April 12, 2018, through December 31,
21 2023; and

22 (b) Non-Exempt Hourly Class: all non-exempt employees who worked solely
23 on an hourly basis, who are or previously were employed by Defendants and performed work in
24 California from April 12, 2018, through December 31, 2023.

25 6. The Court preliminarily approves Plaintiffs as the representative of the Class.
26 The Court preliminarily approves Zakay Law Group, APC, The JCL Law Firm, APC and Ken
27 Seligson of The Law Office of Ken Seligson as counsel for the Class ("Class Counsel").

28 7. The Agreement specifies for an attorneys' fees award not to exceed one-third
(1/3) of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed

1 \$30,000, proposed Enhancement Awards to Plaintiffs Andy Dohrer, Ryan Houser, Abens Ponce,
2 and Eliot Warner in an amount not to exceed \$10,000, a proposed Enhancement Award to
3 Plaintiff Manuel Fimbres not to exceed \$12,500, proposed PAGA Penalties payment in an
4 amount not to exceed \$50,000 (75% of which shall be payable to the LWDA, and 25% of which
5 shall be payable to the Aggrieved Employees), and Settlement Administration Costs not to
6 exceed \$12,000. While these awards appear to be within the range of reasonableness, the Court
7 will not approve the amount of attorneys' fees and expenses until the Final Approval Hearing.
8 Similarly, the Court will not decide the amount of any Class Representative Enhancement
9 Payment until the Final Approval Hearing. Plaintiffs will be required to present evidence
10 supporting these requests, including lodestar, prior to final approval.

11 8. The Court hereby approves, as to form and content, the Class Notice attached as
12 Exhibit A to the Agreement. The Court finds that the distribution of the Class Notice
13 substantially in the manner and form set forth in the Agreement and this Order meets the
14 requirements of due process, is the best notice practicable under the circumstances, and shall
15 constitute due and sufficient notice to all persons entitled thereto.

16 9. The Court hereby approves on a preliminary basis the Gross Settlement Amount
17 as provided for in the Agreement. It appears to the Court on a preliminary basis that the
18 settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members
19 when balanced against the probable outcome of further litigation relating to liability and
20 damages issues. It further appears that investigation and research have been conducted such that
21 counsel for the Parties at this time are able to reasonably evaluate their respective positions. It
22 further appears to the Court that settlement at this time will avoid substantial additional costs by
23 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the Actions. It further appears that the Settlement has been reached as the result of intensive,
25 serious and non-collusive, arms-length negotiations before an experienced mediator.

26 10. The Court hereby appoints Apex Class Action LLC as Settlement Administrator.
27 Within ten (10) days of this Order, Defendants will provide to the Settlement Administrator an
28 electronic database containing each Class Members' Class Data. No later than twenty-one (21)

1 days of this Order, the Settlement Administrator will mail the Class Notice Packets to all Class
2 Members via first-class regular U.S. Mail to their last known address.

3 11. Any Class Member may choose to opt out of and be excluded from the Class as
4 provided in the Class Notice by following the instructions for requesting exclusion from the
5 Class that are set forth in the Class Notice. All requests for exclusion must be submitted within
6 forty-five (45) days from the date the Class Notice is first mailed. Any such person who chooses
7 to opt out of and be excluded from the Class will not be entitled to any recovery under the
8 Settlement and will not be bound by the Settlement or have any right to object, appeal, or
9 comment thereon. Any written request to opt out must comply with the instructions in the Class
10 Notice and be signed by each such person opting out. Class Members who have not validly
11 requested exclusion shall be bound by all determinations of the Court, the Agreement, and the
12 Judgment.

13 12. Any Class Member may appear at the final approval hearing, regardless of
14 whether they have submitted a timely written objection and notice of intention to appear. Class
15 Members may express their views regarding the Settlement and may present evidence and file
16 briefs or other papers that may be proper and relevant to the issues to be heard and determined by
17 the Court as provided in the Notice. Class Members will have forty-five (45) days from the date
18 the Class Notices are mailed to postmark their written objections to the Settlement
19 Administrator. Class Members who fail to timely submit objections in the manner specified
20 above shall be deemed to have waived any objections and shall be foreclosed from making any
21 written objection (whether by appeal or otherwise) to the Settlement. Class Members who fail to
22 timely submit a written objection may still appear at the Final Approval Hearing to object orally
23 in person.

24 13. The Settlement is not a concession or admission, and shall not be used against
25 Defendants as an admission or indication with respect to any claim of any fault or omission by
26 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
27 document, statement, proceeding or conduct related to the Settlement, nor any reports or
28 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received

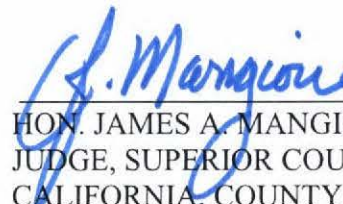
1 as or deemed to be evidence for any purpose adverse to the Defendants, including, but not
2 limited to, evidence of a presumption, concession, indication or admission by Defendants of any
3 liability, fault, wrongdoing, omission, concession, or damage.

4 14. In the event the Settlement does not become effective in accordance with the
5 terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or
6 fails to become effective for any reason, this Order shall be rendered null and void and shall be
7 vacated, and the Parties shall revert to their respective positions as of before entering into the
8 Agreement.

9 15. The Court reserves the right to adjourn or continue the date of the final approval
10 hearing and all dates provided for in the Agreement without further notice to Class Members,
11 and retains jurisdiction to consider all further applications arising out of or connected with the
12 proposed Settlement.

13 **IT IS SO ORDERED.**

14
15 Dated: 12/15/23


HON. JAMES A. MANGIONE
JUDGE, SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SAN DIEGO
JAMES A. MANGIONE

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Monnett De La Torre (State Bar # 272884)

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shani@zakaylaw.com

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MANUEL FIMBRES, an individual, on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

DREAMSTYLE REMODELING OF
CALIFORNIA, LLC, a Delaware limited
liability company; DREAMSTYLE
REMODELING OF CALIFORNIA, INC., a
California corporation; DREAMSTYLE
REMODELING, INC., a New Mexico
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 37-2022-00013690-CU-OE-CTL

PROOF OF SERVICE

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1 ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California
2 that the above is true and correct.

3 ☐ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of
4 this Court at whose direction the service was made.

5
6 I declare under penalty of perjury under the laws of the State of California that the above
7 is true and correct. Executed on December 19, 2023, at San Diego, California.

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By: *Donia Saadi*
Donia Saadi

SERVICE LIST

Fimbres v. Dreamstyle Remodeling of California, LLC, et al.
San Diego Superior Court Case No. 37-2022-00013690-CU-OE-CTL

Jean-Claude Lapuyade, Esq. Monnett De La Torre, Esq. JCL Law Firm, APC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 T: 619-599-8292 F: 619-599-8291 jlapuyade@jcl-lawfirm.com mdelatorre@jcl-lawfirm.com Handling Paralegal: Tesla Stone tstone@jcl-lawfirm.com	Shani O. Zakay, Esq. Zakay Law Group, APLC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 T: 619-255-9047 F: 858-404-9203 shani@zakaylaw.com Handling Paralegal: Donia Saadi donia@zakaylaw.com
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Counsel for DEFENDANTS	Counsel for Defendants
Lawrence G. Campitiello, Esq. Madeline Cahill, Esq. Cahill & Campitiello LLP 11440 West Bernardo Court, Suite 214 San Diego, CA 92127 T: 442-777-5708 lcampitiello@cahillcampitiello.com mcahill@cahillcampitiello.com	
Counsel for DEFENDANTS	

EXHIBIT 3

Jacqueline Lozano

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, December 4, 2023 5:16 PM
To: Donia Saadi
Subject: Thank you for your Proposed Settlement Submission

12/04/2023 05:15:47 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%7C01%7Cdonia%40zakaylaw.com%7C3bacbc3050044c2b653308dbf52fc459%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638373357750379407%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=duPYxEVcmuzE0ekskviSvvNLbEJZuhKxmxD50ltZOMs%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Fimbres v. Dreamstyle (002-296)						
02/19/2022	Expense		LWDA		75.00	75.00
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	14.40	89.40
02/28/2022	Journal Entry	Feb 2022 Postage		Postage for Feb 2022	21.99	111.39
04/30/2022	Journal Entry	April 2022 Postage		Postage for April 2022	0.53	111.92
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	1.20	113.12
05/05/2022	Expense		One Legal LLC	One Legal Order Number: - Filing Fee Re: Need Info	12.87	125.99
05/31/2022	Journal Entry	May 2022 Postage		Postage for May 2022	0.53	126.52
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	1.95	128.47
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	4.40	132.87
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	14.00	146.87
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	2.00	148.87
08/31/2022	Journal Entry	August 2022 Postage		Postage for August 2022	1.14	150.01
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	2.00	152.01
09/30/2022	Journal Entry	Sept. 2022Postage		Postage for September 2022	1.14	153.15
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	0.40	153.55
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	4.60	158.15
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	2.88	161.03
04/21/2023	Expense		One Legal LLC	One Legal Order no. 19950757 - Filing Fee Re: Stipulation - Other - Fee Due, Proof of Service	909.00	1,070.03
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	0.10	1,070.13
08/07/2023	Check	3368	Serratore Law	Mediation	6,250.00	7,320.13
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	0.30	7,320.43
08/31/2023	Journal Entry	August 2023 Postage		Postage for August 2023	0.63	7,321.06
09/12/2023	Check	3416	Berger Consulting Group	Inv. 8613	1,225.00	8,546.06
09/21/2023	Expense		One Legal LLC	One Legal Order Number: 21259890 - Filing Fee Re: Case Management Statement, Proof of Service	13.33	8,559.39
09/30/2023	Journal Entry	Sept. 2023 Postage		Postage for September 2023	1.89	8,561.28
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	3.60	8,564.88

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
11/02/2023	Expense		San Diego Superior Court		1.00	8,565.88
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.10	8,565.98
Total for Fimbres v. Dreamstyle (002-296)					\$8,565.98	
TOTAL					\$8,565.98	

EXHIBIT 6

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Fimbres v. Dreamstyle (002-296)							
02/07/2022	No	Jean Claude Lapuyade	Case Management - R&R Letter from OC Re Representation and Litigation Hold and TCW Client Re Same	550.00	1:00	550.00	550.00
02/11/2022	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Client Documents	550.00	3:30	1,925.00	2,475.00
02/14/2022	No	Jean Claude Lapuyade	Legal Research - Claim Analysis	550.00	2:54	1,595.00	4,070.00
02/17/2022	No	Jean Claude Lapuyade	Drafted, Reviewed and Revised LWDA Letter	550.00	2:42	1,485.00	5,555.00
02/18/2022	No	Jean Claude Lapuyade	Pleadings - Revised and Updated PAGA letter and TCW Client Re Same	550.00	0:54	495.00	6,050.00
03/18/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Filing Timeline	550.00	0:24	220.00	6,270.00
04/06/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Class Action Complaint	550.00	2:30	1,375.00	7,645.00
04/08/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Complaint Review and Approval	550.00	0:24	220.00	7,865.00
04/12/2022	No	Jean Claude Lapuyade	Pleadings - Finalized Complaint, Summons and Coversheet for Filing	550.00	1:06	605.00	8,470.00
04/21/2022	No	Jean Claude Lapuyade	Pleadings - Drafted Judicial Challenge	550.00	0:42	385.00	8,855.00
04/22/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from and TCW Client Re F.A. Complaint Approval	550.00	0:36	330.00	9,185.00
04/22/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Edited and Revised FAC	550.00	1:18	715.00	9,900.00
04/26/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from staff Re Service	550.00	0:18	165.00	10,065.00
05/20/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited S.I. (Set 1) for each Defendant	550.00	3:42	2,035.00	12,100.00
05/23/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from Co Counsel Re Edits to Discovery SI (Set 1) and edits thereto	550.00	1:48	990.00	13,090.00
05/25/2022	No	Jean	Discovery - R&R Defendant DR, Inc., DR, LLC	550.00	2:48	1,540.00	14,630.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade	and DRC, Inc. Answers to SIs (Set 1)				
06/07/2022	No	Jean Claude Lapuyade	Pleadings - Reviewed and Revised Co-Counsel LWDA Notice	550.00	1:06	605.00	15,235.00
06/07/2022	No	Jean Claude Lapuyade	Emails to/from Co Counsel Re LWDA Notice	550.00	0:36	330.00	15,565.00
06/21/2022	No	Jean Claude Lapuyade	Discovery - R&R and Analyzed Defendant DR, LLC SI (Set 1) Nos. 1 - 126 to Plaintiff	550.00	4:06	2,255.00	17,820.00
06/22/2022	No	Jean Claude Lapuyade	Discovery - R&R Defendant DR, INC. FR (Set 1) to PLA	550.00	0:54	495.00	18,315.00
06/22/2022	No	Jean Claude Lapuyade	Discovery - R&R Defendant DR, Inc. RFP (Set 1) Nos 1-66 to PLA	550.00	2:30	1,375.00	19,690.00
06/23/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re FAC	550.00	0:54	495.00	20,185.00
06/28/2022	No	Jean Claude Lapuyade	Emails to/from OPC RE Electronic Service	550.00	0:18	165.00	20,350.00
06/28/2022	No	Sydney Castillo-Johnson	Emails re service	400.00	0:18	120.00	20,470.00
06/30/2022	No	Jean Claude Lapuyade	Discovery - TCW Client Re SI Responses to DR, LLC SI (Set 1)	550.00	2:36	1,430.00	21,900.00
06/30/2022	No	Sydney Castillo-Johnson	Discovery - review DEF discovery responses	400.00	1:00	400.00	22,300.00
06/30/2022	No	Sydney Castillo-Johnson	Emails re discovery responses	400.00	0:18	120.00	22,420.00
07/01/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revise and Edited Response to SI (Set 1) Nos. 1 -126	550.00	5:42	3,135.00	25,555.00
07/05/2022	No	Sydney Castillo-Johnson	Legal Research - discovery issues for meet and confer letter	300.00	3:18	990.00	26,545.00
07/06/2022	No	Jean Claude Lapuyade	Discovery - Reviewed and Analyzed Defendants' SI Responses	550.00	2:30	1,375.00	27,920.00
07/06/2022	No	Sydney Castillo-Johnson	Emails re M&C	400.00	0:30	200.00	28,120.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
07/06/2022	No	Jean Claude Lapuyade	Legal Research - Discovery Meet and Confer Cases Law	550.00	3:00	1,650.00	29,770.00
07/06/2022	No	Sydney Castillo-Johnson	Discovery - draft meet and confer letter re: discovery responses	300.00	4:12	1,260.00	31,030.00
07/07/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Responses to RFP (Set 1) Nos. 1-64	550.00	4:54	2,695.00	33,725.00
07/08/2022	No	Sydney Castillo-Johnson	Emails re call with OC	400.00	0:36	240.00	33,965.00
07/08/2022	No	Jean Claude Lapuyade	Pleadings - Reviewed and Analyzed Defendant's Answer	550.00	2:06	1,155.00	35,120.00
07/08/2022	No	Jean Claude Lapuyade	Legal Research - Affirmative Defenses and Application to Case	550.00	2:54	1,595.00	36,715.00
07/12/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Motion for PO and Discovery	550.00	0:30	275.00	36,990.00
07/13/2022	No	Sydney Castillo-Johnson	Pleadings - review answer to FAC	400.00	3:00	1,200.00	38,190.00
07/14/2022	No	Jean Claude Lapuyade	Discovery - Reviewed Def's RFP and SI's for objections.	550.00	4:12	2,310.00	40,500.00
07/15/2022	No	Jean Claude Lapuyade	Discovery - Drafted meet and confer letter re Def's discovery requests.	550.00	5:12	2,860.00	43,360.00
07/19/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Extension	550.00	0:18	165.00	43,525.00
07/21/2022	No	Sydney Castillo-Johnson	Emails re call with OC	400.00	0:42	280.00	43,805.00
07/21/2022	No	Sydney Castillo-Johnson	Emails re MTC deadline	400.00	0:24	160.00	43,965.00
07/22/2022	No	Jean Claude Lapuyade	Case Management - TCW OC Re Discovery and Mediation	550.00	0:18	165.00	44,130.00
07/26/2022	No	Sydney Castillo-Johnson	Emails re stip and mediation	400.00	0:18	120.00	44,250.00
07/28/2022	No	Sydney Castillo-	Emails re mediation dates	400.00	0:42	280.00	44,530.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
07/29/2022	No	Johnson Sydney	Emails re mediation dates	400.00	0:12	80.00	44,610.00
08/01/2022	No	Castillo- Johnson	Emails re mediation dates	400.00	0:24	160.00	44,770.00
08/02/2022	No	Sydney Castillo- Johnson	Emails re MTC deadline	400.00	0:12	80.00	44,850.00
08/02/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Response Deadline	550.00	0:18	165.00	45,015.00
08/05/2022	No	Jean Claude Lapuyade	Case Management - R&R Stip to Stay Pending Mediation	550.00	0:18	165.00	45,180.00
08/19/2022	No	Sydney Castillo- Johnson	Emails re stip to stay	400.00	0:12	80.00	45,260.00
08/20/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Stip to Stay	550.00	1:00	550.00	45,810.00
08/21/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension	550.00	0:18	165.00	45,975.00
08/22/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:30	275.00	46,250.00
08/22/2022	No	Sydney Castillo- Johnson	Emails re call with OC	400.00	0:30	200.00	46,450.00
08/24/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Extension	550.00	0:24	220.00	46,670.00
08/24/2022	No	Sydney Castillo- Johnson	Emails re MTC	400.00	0:12	80.00	46,750.00
08/25/2022	No	Sydney Castillo- Johnson	Review OC revisions to stip to stay	400.00	0:42	280.00	47,030.00
09/06/2022	No	Jean Claude Lapuyade	Case Management - R&R Notice of Hearing	550.00	0:18	165.00	47,195.00
10/28/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Demand	550.00	0:12	110.00	47,305.00
10/31/2022	No	Sydney	Emails re data demand	400.00	0:12	80.00	47,385.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Castillo- Johnson					
11/16/2022	No	Jean Claude Lapuyade	Discovery - Correspondence to OC Re Mediation Data Demand	550.00	0:30	275.00	47,660.00
01/12/2023	No	Jean Claude Lapuyade	Case Management - R&R Change of Attorney	550.00	0:24	220.00	47,880.00
01/24/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:12	110.00	47,990.00
01/26/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	550.00	0:24	220.00	48,210.00
02/01/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:24	220.00	48,430.00
02/06/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:42	385.00	48,815.00
03/22/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS	550.00	1:00	550.00	49,365.00
03/23/2023	No	Jean Claude Lapuyade	Case Management - R&R CMS	550.00	0:18	165.00	49,530.00
03/23/2023	No	Sydney Castillo- Johnson	Case Management - Emails to/from OC Re Joint CMS	300.00	0:12	60.00	49,590.00
04/07/2023	No	Sydney Castillo- Johnson	Attend status conference	300.00	0:18	90.00	49,680.00
04/11/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	49,845.00
04/11/2023	No	Monnett DeLaTorre	Review prior communications with new counsel, review prior data demand and email counsel reminder about pre-mediation production.	500.00	0:18	150.00	49,995.00
04/14/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	50,160.00
05/05/2023	No	Sydney Castillo- Johnson	Emails re mediation	400.00	0:24	160.00	50,320.00
05/08/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Arb. Agreement Roll Out	550.00	0:24	220.00	50,540.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/08/2023	No	Sydney Castillo-Johnson	Emails re mediation	400.00	0:24	160.00	50,700.00
06/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	50,865.00
07/17/2023	No	Monnett DeLaTorre	Follow up email to opposing counsel regarding status of mediation production.	500.00	0:06	50.00	50,915.00
07/24/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	51,080.00
08/07/2023	No	Jean Claude Lapuyade	Legal Research - Piece Rate Cases and Settlement Approvals for Mediation Brief	550.00	6:36	3,630.00	54,710.00
08/08/2023	No	Sydney Castillo-Johnson	Emails re mediation	400.00	0:24	160.00	54,870.00
08/09/2023	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis	550.00	0:48	440.00	55,310.00
08/14/2023	No	Jean Claude Lapuyade	Expert - Emails to/from OC Re Expert Report	550.00	1:30	825.00	56,135.00
08/14/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Mediation Data	550.00	0:18	165.00	56,300.00
08/17/2023	No	Jean Claude Lapuyade	Discovery - R&R Data Production from Defendant	550.00	3:06	1,705.00	58,005.00
08/22/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	58,225.00
08/23/2023	No	Monnett DeLaTorre	Begin reviewing records in the file, information regarding other Plaintiffs, pre-mediation production, follow up emails to opposing counsel regarding additional policies needed, review policies and personnel file an compile analysis of relevant information to be used for mediation and mediation brief.	500.00	6:42	3,350.00	61,575.00
08/23/2023	No	Monnett DeLaTorre	Teleconference with client to obtain additional facts to be used for mediation brief.	500.00	1:00	500.00	62,075.00
08/23/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data and Policies	550.00	0:24	220.00	62,295.00
08/24/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data Policy Production	550.00	2:00	1,100.00	63,395.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
08/24/2023	No	Monnett DeLaTorre	Conduct initial research on piece rate claims, reimbursement claims and unlawful deductions in preparation for mediation and preparing mediation brief.	500.00	2:12	1,100.00	64,495.00
08/24/2023	No	Monnett DeLaTorre	Review PAGA notice letters, Complaint, First Amended Complaint, JPA and other relevant notices filed by other Plaintiffs in preparation for mediation and preparing mediation brief.	500.00	2:00	1,000.00	65,495.00
08/28/2023	No	Monnett DeLaTorre	Initial strategy meetings with litigation team regarding mediation, arguments to be made in brief and prepare initial introductory analysis furtherance of preparing mediation brief.	500.00	1:36	800.00	66,295.00
08/29/2023	No	Jean Claude Lapuyade	Discovery - R&R Expert Report	550.00	3:12	1,760.00	68,055.00
08/29/2023	No	Sydney Castillo-Johnson	Mediation - review expert report and mediation brief	400.00	4:36	1,840.00	69,895.00
08/30/2023	No	Jean Claude Lapuyade	Discovery - R&R Expert Report	550.00	3:00	1,650.00	71,545.00
08/31/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Mediation Brief	550.00	4:06	2,255.00	73,800.00
09/01/2023	No	Monnett DeLaTorre	Review Expert's report and update mediation brief accordingly with data analysis.	500.00	1:00	500.00	74,300.00
09/01/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE Mediation Data	550.00	0:54	495.00	74,795.00
09/01/2023	No	Monnett DeLaTorre	Continue preparing additional relevant sections of mediation brief regarding meal breaks, rest breaks, reimbursements, unlawful deductions and PAGA penalties including adding relevant examples from data.	500.00	5:48	2,900.00	77,695.00
09/06/2023	No	Monnett DeLaTorre	Review mediation brief, relevant data, prepare cheat sheet for mediation in preparation for mediation.	500.00	2:00	1,000.00	78,695.00
09/07/2023	No	Monnett DeLaTorre	Attend Mediation with Steve Serratore via Zoom.	500.00	7:30	3,750.00	82,445.00
09/07/2023	No	Monnett DeLaTorre	Review relevant settlement email from mediator, conduct discussion with litigation team, prepare draft MOU and email to Defense counsel.	500.00	1:30	750.00	83,195.00
09/07/2023	No	Sydney Castillo-Johnson	Mediation - attended mediation	400.00	8:00	3,200.00	86,395.00
09/07/2023	No	Jean Claude	Mediation - Attended Mediation	550.00	8:00	4,400.00	90,795.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/11/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	1:00	550.00	91,345.00
09/11/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:42	385.00	91,730.00
09/14/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - Revised and Edited MOU with Defense Edits	550.00	1:30	825.00	92,555.00
09/14/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	92,830.00
09/15/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - TCW Client Re MOU and Settlement	550.00	0:54	495.00	93,325.00
09/15/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:42	385.00	93,710.00
09/18/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - TCW Client Re MOU	550.00	0:30	275.00	93,985.00
09/19/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - TCW client Re MOU	550.00	0:30	275.00	94,260.00
09/22/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	94,535.00
09/26/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - TCW Client Re MOU	550.00	0:54	495.00	95,030.00
09/26/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:48	440.00	95,470.00
09/27/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:54	495.00	95,965.00
09/29/2023	No	Monnett DeLaTorre	Prepare analysis regarding relevant class and PAGA information and demographics including information regarding Defendant; Prepare initial legal analysis regarding wages not paid including rest and recover, overtime and nonproductive time in addition to locating specific samples in the data; and begin reviewing policies for meal and rest breaks in order to prepare relevant section in mediation brief	500.00	6:36	3,300.00	99,265.00
10/02/2023	No	Jean	Settlement - Emails to/from OC Re MOU	550.00	0:24	220.00	99,485.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade					
10/05/2023	No	Sydney Castillo- Johnson	Attend CMC	400.00	1:00	400.00	99,885.00
10/06/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	550.00	0:24	220.00	100,105.00
10/06/2023	No	Monnett DeLaTorre	Review email from opposing counsel regarding agreement to extend existing motion to compel deadlines given settlement.	500.00	0:06	50.00	100,155.00
10/26/2023	No	Jean Claude Lapuyade	Legal Research - MPA Issues (Cases and Rules of Court)	550.00	4:00	2,200.00	102,355.00
10/30/2023	No	Jean Claude Lapuyade	Pleadings - R&R SAC	550.00	1:30	825.00	103,180.00
10/31/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	103,400.00
11/02/2023	No	Jean Claude Lapuyade	Settlement - Revised and Edited SAR	550.00	1:18	715.00	104,115.00
11/02/2023	No	Monnett DeLaTorre	Review and provide comments as to draft SAR.	500.00	1:00	500.00	104,615.00
11/03/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	104,780.00
11/06/2023	No	Monnett DeLaTorre	Review draft SAC redline, emails to OC and OC confirmation of draft.	500.00	1:12	600.00	105,380.00
11/07/2023	No	Jean Claude Lapuyade	Pleadings - Emails to/from OC Re Amended Pleadings	550.00	0:30	275.00	105,655.00
11/07/2023	No	Monnett DeLaTorre	Review email from OC re change to stipulation for leave to amend and confirming acceptance of redline changes.	500.00	0:30	250.00	105,905.00
11/08/2023	No	Monnett DeLaTorre	Discussion with litigation team regarding age of client, impact on settlement terms given client is over 40, emails to co-counsel regarding age of clients and email to OC to confirm specific DOB's for clients	500.00	1:12	600.00	106,505.00
11/08/2023	No	Jean Claude Lapuyade	Settlement - Email to/from OC Re SAR	550.00	1:00	550.00	107,055.00
11/13/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	107,220.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/14/2023	No	Monnett DeLaTorre	Review email from OC re edits to Class and PAGA SAR, review edits and provide comments.	500.00	1:30	750.00	107,970.00
11/14/2023	No	Monnett DeLaTorre	Internal litigation team discussion regarding Defendant's proposed redlines to SAR and notice.	500.00	0:30	250.00	108,220.00
11/14/2023	No	Monnett DeLaTorre	Follow up email to OC regarding status of review of SAR.	500.00	0:06	50.00	108,270.00
11/14/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	108,490.00
11/15/2023	No	Sydney Castillo-Johnson	Settlement - Emails to/from OC Re SAR	400.00	0:18	120.00	108,610.00
11/16/2023	No	Monnett DeLaTorre	Review multiple emails exchanged with defense counsel regarding redline edits to be made to SAR and notice.	500.00	0:30	250.00	108,860.00
11/17/2023	No	Sydney Castillo-Johnson	Law and Motion - Emails to/from OC Re MPA Hearings Date and Dec. ISO MPA	400.00	0:48	320.00	109,180.00
11/20/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	1:00	550.00	109,730.00
11/20/2023	No	Monnett DeLaTorre	Review draft MPA P&A and comment to be sent to opposing counsel for comment.	500.00	1:30	750.00	110,480.00
11/20/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	110,645.00
11/20/2023	No	Monnett DeLaTorre	Review OC's redline edits to MPA P&A.	500.00	0:24	200.00	110,845.00
11/21/2023	No	Monnett DeLaTorre	Review final MPA and supporting documents for purposes of confirming contents are accurate before filing.	500.00	2:30	1,250.00	112,095.00
11/21/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:24	220.00	112,315.00
12/15/2023	No	Monnett DeLaTorre	Review Court's tentative ruling regarding MPA.	500.00	0:24	200.00	112,515.00
12/15/2023	No	Monnett DeLaTorre	Review hearing summary regarding court's ruling as to MPA	500.00	0:12	100.00	112,615.00
12/18/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice and Timeline	550.00	0:42	385.00	113,000.00
12/19/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:18	165.00	113,165.00
12/19/2023	No	Monnett DeLaTorre	Review conformed order and minutes from the court regarding MPA hearing.	500.00	0:30	250.00	113,415.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/22/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	0:36	330.00	113,745.00
12/29/2023	No	Monnett DeLaTorre	Review multiple emails with Case Administrator regarding court's conformed order and administration process.	500.00	0:36	300.00	114,045.00
01/05/2024	No	Monnett DeLaTorre	Review emails with opposing counsel regarding extending motion to compel deadline.	500.00	0:06	50.00	114,095.00
01/05/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	550.00	0:18	165.00	114,260.00
01/08/2024	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Damage Analysis	550.00	1:30	825.00	115,085.00
01/26/2024	No	Monnett DeLaTorre	Review email from claims administrator confirming class data was received.	500.00	0:06	50.00	115,135.00
01/29/2024	No	Jean Claude Lapuyade	Settlement - R&R Formatted Notice and Calculations from Admin	550.00	1:00	550.00	115,685.00
01/30/2024	No	Monnett DeLaTorre	Review Defense counsel's proposed edits to Class Notice and confirm agreement.	500.00	0:24	200.00	115,885.00
01/30/2024	No	Jean Claude Lapuyade	Settlement - R&R Defense Edits to Notice	550.00	1:54	1,045.00	116,930.00
01/31/2024	No	Monnett DeLaTorre	Review additional emails from claims administrator and defense counsel regarding Spanish translation.	500.00	0:12	100.00	117,030.00
01/31/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:30	275.00	117,305.00
02/01/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Notice and Emails to/from Admin Re Same	550.00	0:36	330.00	117,635.00
02/01/2024	No	Andrea Amaya	Case management/fact investigation. Discuss status of case w/ team.	400.00	0:06	40.00	117,675.00
02/02/2024	No	Jean Claude Lapuyade	Settlement - R&R Revised Notice	550.00	0:18	165.00	117,840.00
02/02/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin and OC Re Prelim Calculations	550.00	0:24	220.00	118,060.00
02/05/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:18	165.00	118,225.00
02/16/2024	No	Sydney Castillo-Johnson	Settlement - Emails to/from Admin Re Admin Report and R&R the Same	400.00	0:42	280.00	118,505.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/29/2024	No	Monnett DeLaTorre	Review multiple status reports sent by claims administrator.	500.00	0:30	250.00	118,755.00
03/01/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	118,920.00
03/11/2024	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	119,085.00
03/28/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Admin Dec. ISO Final and Reviewed Calculations	550.00	1:42	935.00	120,020.00
03/28/2024	No	Monnett DeLaTorre	Review additional repots from claims administrator, review final report, review draft declaration, review estimated final calculations, average, lowest and highest payment amounts for approval purposes.	500.00	1:00	500.00	120,520.00
03/29/2024	No	Monnett DeLaTorre	Review email from defense counsel approving final report and related documents.	500.00	0:06	50.00	120,570.00
04/01/2024	No	Jean Claude Lapuyade	SETTLEMENT - R&R Final Admin Report and Admin Dec. ISO Final	550.00	1:00	550.00	121,120.00
04/11/2024	No	Monnett DeLaTorre	Litigation team meeting regarding upcoming final approval motion, relevant information and action item list.	500.00	0:30	250.00	121,370.00
04/15/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited P&As for Final Approval Motion	550.00	3:12	1,760.00	123,130.00
04/15/2024	No	Andrea Amaya	Law and Motion. Draft MFA and supporting documents.	400.00	8:00	3,200.00	126,330.00
04/16/2024	No	Andrea Amaya	Pleadings. Review MFA and supporting documents.	400.00	6:00	2,400.00	128,730.00
04/16/2024	No	Jean Claude Lapuyade	Law and motion - Emails to/from Co Counsel KS Re Edits to Final approval motion	550.00	0:24	220.00	128,950.00
04/16/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Admin Re Dec. ISO Final	550.00	0:18	165.00	129,115.00
04/17/2024	No	Andrea Amaya	Pleadings. Review and make edits to P&A for MFA. Emails to/from OC and Co-Counsel re: edits and review.	400.00	4:00	1,600.00	130,715.00
04/18/2024	No	Monnett DeLaTorre	Review draft Memorandum of Points and authorities and supporting documents in support of final approval including documents from co-counsel in order to provide comments and in furtherance of moving toward final approval.	500.00	2:42	1,350.00	132,065.00
04/19/2024	No	Jean Claude	Law and Motion - Revised Supporting Dec. to conform with P&As after edits from co counsel	550.00	0:54	495.00	132,560.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Lapuyade							
Total for Fimbres v. Dreamstyle (002-296)					262:06	\$132,560.00	

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 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);