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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JOSE LUIS VELASQUEZ, on behalf of all
others similarly aggrieved,

Plaintiffs,

vs.

WATER DAMAGE RESCUE, INC., a
California corporation, ORI LAZAROVITS,
an individual, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 21STCV46033

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

Date: February 6, 2024

Time: 8:30 a.m.

Judge: Hon. Holly J. Fujie

Dept.: 56

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff MARVIN GLENN HOLLOWAY (hereafter "Plaintiff" or "Class Representative") in this
6 wage and hour class and representative action filed against Defendants WATER DAMAGE RESCUE,
7 INC., a California Corporation, and ORI LAZAROVITS, an individual (hereinafter "Defendants").

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

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

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

15 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the July 24, 2023 proof of
16 filing the proposed Settlement with the LWDA, which was submitted by co-counsel, Law Offices of J.
17 Kirk Donnelly, APC.

18 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the January 11, 2024 proof
19 of filing this motion seeking final approval of this Settlement with the LWDA.

20 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC,
21 "Time and Billing Journal" as of January 11, 2024.

22 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC,
23 "Transaction Summary" as of January 11, 2024.

24 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC,
25 Firm Resume.

26 **I. INTRODUCTION**

27 10. An objective evaluation of the proposed settlement of Six Hundred Forty Thousand
28 Dollars and Zero Cents (\$640,000.00) ("Gross Settlement Amount") confirms that the relief negotiated

on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Steven Serratore, Esq., an experienced mediator of wage and hour class and representative actions. After deducting any Court-approved attorneys' fees and costs, class representative service payments, settlement administration expenses, and the payments to the Labor & Workforce Development Agency ("LWDA"), the net settlement amount shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendants during the Class Period. *The Class greeted news of the Settlement with unanimous approval, as all 323 Class Members chose to participate in the Settlement. There are zero opt-outs and zero objections to the Settlement.*¹ 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. This Settlement provides substantial recovery to Class Members. Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$341,666.67**. This will result in an average Individual Class Payment of \$1,077.81, with the estimated highest gross payment being \$7,049.13. Aggrieved Employees will receive an estimated average gross payment of \$26.69, with the estimated highest gross payment being \$94.97.

12. 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*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

13. 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, the 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

14. Defendant Water Damage Rescue, Inc. is an emergency service restoration company with

¹ As of the filing date of this Motion, three (3) Notices were deemed undeliverable.

branches in Canoga Park, La Jolla and San Jose, California. Defendant Ori Lazarovits is its CEO and owner. This action asserts claims on behalf of Defendant Water Damage Rescue, Inc.'s current and former non-exempt employees employed in California. Plaintiff Velasquez was employed by Defendants as a non-exempt employee performing mitigation and remediation services from November 2020 to September 2021. Plaintiff Holloway was employed by Defendants as a non-exempt employee performing similar mitigation and mediation services from July 2021 to October 2021. At all times during their employment, Plaintiffs earned hourly wages, were entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout their employment, Plaintiffs were subject to Defendants' written policies and procedures.

15. Generally, Plaintiffs claim that Defendants failed to pay Plaintiffs for all hours worked, failed to provide legally compliant meal and rest periods, failed to reimburse for required business expenses, failed to provide itemized wage statements and failed to pay all wages due upon separation of employment, among other claims. Defendants forcefully deny liability for each of Plaintiffs' claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims, including but not limited to, facially compliant meal and rest period policies and proper payment of all wages.

16. On October 8, 2021, Plaintiff Velasquez served Defendant Water Damage Rescue, Inc. and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). On March 4, 2022, Plaintiff Holloway served Defendant Water Damage Rescue, Inc. and the LWDA with a PAGA Notice. Plaintiffs' PAGA Notices set forth the facts and theories supporting Defendant Water Damage Rescue, Inc.'s alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of their intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").

17. On December 17, 2021, Plaintiff Velasquez filed a representative action complaint in this Court, alleging a single cause of action against Defendants for (1) Violation of the Private Attorneys General Act, Labor Code §§ 2698, *et seq.* On May 10, 2022, Plaintiff Holloway filed a class action complaint in Sacramento County Superior Court, alleging claims for: (1) Unfair Competition in

1 Violation of California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages;
2 (3) Failure to Pay Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide
3 Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to
4 Provide Wages When Due; (8) Failure to Reimburse Employees for Requires Expenses; (9) Failure to
5 Provide Personnel Files; and (10) Violations of the Private Attorney General Act at Lab. Code §§ 2698
6 *et. seq.*

7 18. Plaintiffs commenced written discovery early on in their respective actions. Shortly after
8 several meet and confer discussions regarding discovery, potential law and motion, and other case
9 management issues, the Parties ultimately agreed to mediate the actions. To prepare for mediation, the
10 Parties agreed to informally exchange relevant documents and data points subject to the mediation
11 privilege. Pursuant to that agreement, Defendants produced a sample of the Class Members' time and
12 payroll data along with itemized wage statements and relevant policies applicable to Class Members.
13 As discussed *infra*, Plaintiffs' counsel retained the forensic consultants at Berger Consulting Group
14 ("BCG") to analyze Defendants' time and payroll data.

15 19. On May 18, 2023, the Parties participated in a full day mediation with highly regarded
16 wage and hour mediator Steven Serratore, Esq. After arms-length negotiations and bargaining, with
17 the mediator's assistance, the Parties reached an agreement to settle based on a Mediator's proposal.
18 After reaching an agreement in principle, the Parties negotiated a long-form settlement agreement,
19 which is the subject of the instant motion.

20 **III. THE SETTLEMENT BEFORE THE COURT**

21 20. The Court preliminarily approved an initial Gross Settlement Amount of Six Hundred
22 Forty Thousand Dollars and Zero Cents (\$640,000.00) based on a total of an estimated 17,509
23 workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used:
24 (1) to satisfy Individual Class Payments; (2) to satisfy the Plaintiffs' Service Payments; (3) to satisfy
25 the Class Counsel Fees Payment and Litigation Expenses Payment; (4) to satisfy the PAGA Penalties;
26 and (5) to satisfy the Administration Expenses incurred in this action.

27 21. Defendants will fund the Settlement as follows: 50% of the Gross Settlement Amount
28 (\$320,000.00) no later than thirty (30) days after Final Approval (the "First Installment"), and the

1 remaining 50% of the Gross Settlement Amount (\$320,000.00) no later than one hundred twenty (120)
2 days after Final Approval (the “Second Installment”). Simultaneously with funding each Installment,
3 Defendants shall also fund all amounts necessary to pay the employer-side payroll taxes due on the
4 Individual Class Payments to be made from each Installment. Agreement, ¶ 4.3. Individual Class
5 Payments and Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to
6 Participating Class Members’ and/or Aggrieved Employees’ last known mailing address no later than
7 ten (10) days after Defendants fund each Installment. Agreement, ¶ 4.4. The Settlement Administrator
8 will calculate Individual Class Payments by adding up the total number of Workweeks for all Class
9 Members. The Settlement Administrator will then divide the respective Workweeks for each member
10 of the Settlement Class by the total Workweeks for the entire Settlement Class, resulting in a Payment
11 Ratio for each Class Member. Each Participating Class Member’s Payment Ratio is then multiplied by
12 the Net Settlement Amount to calculate each estimated Individual Class Payment. Agreement, ¶ 3.2.4.
13 The estimated average Individual Class Payment is approximately \$1,077.81.

14 22. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
15 the class and should be granted final approval. This is evidenced by the unanimous approval of the
16 Settlement by the Settlement Class and absence of any objections to the Settlement and the average
17 Individual Class Payment of \$1,077.81.

18 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

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

20 23. Months before filing the Action, Class Counsel began its pre-filing investigation into
21 Plaintiffs’ complaints. Class Counsel’s investigation started with several lengthy interviews with
22 Plaintiffs. As part of the interview process, Plaintiffs produced documents related to their employment,
23 including time and payroll records. At the conclusion of the interviews, Class Counsel determined that
24 Plaintiffs’ complaints and records appeared to substantiate Plaintiffs’ claim that Defendant failed to,
25 among other things, pay for all time worked and to provide compliant meal and rest periods.

26 24. Considering the many anticipated factual disputes, the Parties agreed that it would be in
27 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel
28 requested documents and data points to further evaluate Plaintiffs’ claims and Defendant’s liability

1 exposure to the Class Members. In response to Class Counsel's request, Defendant produced a sample
2 of time and payroll records for the Class Members, aggregate workweek and pay period data for the
3 Class Members, wage statements and time records for the Class Members, and a copy of the applicable
4 handbook that contained compensation, timekeeping and meal and rest period policies. In total,
5 Defendant produced pertinent policy documents, a sample of time records for Class Members, and a
6 sample of payroll data for Class Counsel to analyze.

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

13 26. BCG analyzed Defendant's time and payroll data to assist in the development of various
14 damage models. Among other things, BCG determined the approximate number of work shifts,
15 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
16 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
17 rest periods, the amount of gross underpaid hours due to failure to pay for all hours worked during the
18 Class period, and the amount of off-the-clock work performed by the Class Members during the Class
19 Period. BCG calculated and created a damage model for Defendant's potential liability exposure while
20 accounting for the uncertainties of continued litigation. The damage model informed and guided Class
21 Counsel during the mediated settlement discussions.

22 27. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
23 determining Plaintiffs' suitability as putative class representatives through interviews, background
24 investigations, and analysis of his employment files; (2) evaluating all of Plaintiffs' potential claims;
25 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
26 and the type of employer; (4) analyzing the Settlement Class's time and payroll records; (5) analyzing
27 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
28 outstanding issues which could affect settlement approval; (7) evaluating Plaintiffs' claims and

estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

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

B. The Parties Settled At Mediation

29. On May 18, 2023, the Parties conducted a full-day mediation with Steven Serratore, Esq., an experienced mediator of wage and hour class and representative actions. Mr. Serratore helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Mr. Serratore's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluations of the damages. After arms-length negotiations and bargaining, with the mediator's assistance, the Parties reached an agreement to settle based on a Mediator's proposal. No action would likely have been taken by Class Members individually, and no compensation would have been recovered for them, but for Plaintiffs' services on behalf of the Class.

C. Class Counsel is Experienced in Similar Litigation

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

1 31. I am qualified to represent the Plaintiffs, the State of California, and the Aggrieved
2 Employees. I have extensive experience with wage and hour class and representative actions litigation
3 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
4 litigation experience and complex construction product liability experience. I can, will and have
5 adequately represented the interests of the Plaintiffs, the State of California, and the Aggrieved
6 Employees throughout this action.

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

10 33. I am qualified to represent the Plaintiffs, the State of California and the Aggrieved
11 Employees. I have extensive experience with wage and hour class and representative actions litigation
12 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
13 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "7."** Some of the
14 major cases the Firm has undertaken are also set forth in **Exhibit "7."**

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

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

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

23 **D. The Gross Settlement Amount is Fair and Reasonable**

24 37. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
25 Settlement provides a sizeable recovery to the Participating Class Members and need not necessarily
26 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
27 91 Cal.App.4th at 250. While the Gross Settlement Amount of Six Hundred Forty Thousand Dollars
28 and Zero Cents (\$640,000.00) represents a discount on Defendants' potential exposure if Plaintiffs

1 established liability on all claims and was awarded the full amount of the estimated damages at trial,
2 this compromise is reasonable because (1) the formidable defenses raised by Defendants presented a
3 risk that could award significantly less in damages than Plaintiffs' estimate and (2) any theoretical post-
4 trial recovery may require many more years of litigation, resulting in added fees and costs without any
5 guarantee of recovery for the Class.

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

15 39. This average net recovery is on par with many wage and hour class action settlements
16 approved by California state and federal courts. *See, e.g., Palencia v. 99 Cents Only Stores*, No. 34-
17 2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Fukuchi*
18 *v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately
19 \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average
20 net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No.
21 BC335018 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco*
22 *Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of
23 approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (ED. Cal.)
24 (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213
25 (Orange County Super. Ct.) (average net recovery of approximately \$35); and *Gomez v. Amadeus Salon,*
26 *Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately \$20).

27 40. Clearly the goal of this litigation to obtain redress for the class has been met by this
28 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations

1 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
2 approval.

3 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

4 41. Although Class Counsel believes strongly in Plaintiffs' claims, it would be misguided to
5 ignore the asserted defenses. If successful on any one its defenses, Defendants could defend the action
6 or, at least, drastically undercut Plaintiffs' claims.

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

26 43. Although Plaintiffs are confident about the strength of his claims, Plaintiffs nevertheless
27 recognize that Defendants have factual and legal defenses that, if successful, would potentially defeat
28

1 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
2 drastically affect the value of Plaintiffs' claims and, in fact, already has.

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

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

22 **IV. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE**
23 **REASONABLE**

24 46. Here, the Parties negotiated a good faith PAGA Settlement in the amount of \$30,000.00
25 which is approximately 4.7% of the Gross Settlement Amount. As illustrated above, this amount falls
26 well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA
27 Settlement (\$22,500.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-
28

1 five percent (25%) to be distributed to the Aggrieved Employees, which is within the range of PAGA
2 penalties approved by courts and should be approved.

3 47. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
4 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
5 with the LWDA. On January 11, 2024, Plaintiff gave the LWDA notice of this motion seeking final
6 approval of this settlement.

7
8 I declare under the penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. Executed this 11th day of January 2024, at San Diego, California.

10 **JCL LAW FIRM, APC**

11 By: 
12 Jean-Claude Lapuyade

EXHIBIT 1

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and between Jose Luis Velasquez and Marvin Glenn Holloway (“Plaintiffs”) and Water Damage Rescue, Inc. and Ori Lazarovits (“Defendants”). Plaintiffs and Defendants shall collectively be referred to as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the lawsuit alleging wage and hour violations against Defendants: *Jose Luis Velasquez v. Water Damage Rescue, Inc. and Ori Lazarovits*, Superior Court of the State of California, County of Los Angeles, Case No. 21STCV46033, as amended by the filing of an amended complaint adding Plaintiff Marvin Glenn Holloway as a party-plaintiff and incorporating the claims and allegations from the Holloway Action.

1.2. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Agreement” or “Settlement Agreement” shall mean this Class and PAGA Action Settlement Agreement, including the Class Notice.

1.5. “Aggrieved Employee” means all current and former non-exempt California employees who worked for Defendants at any time during the period between October 13, 2020 through the earlier of (a) the date the Court enters and order granting preliminary approval of this settlement or, (b) July 17, 2023 (the “PAGA Period”).

1.6. “Class Counsel” means JCL Law Firm, APC, Zakay Law Group, APLC, and The Law Offices of J. Kirk Donnelly, APC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means a complete list that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include the Class Member identifying information in Defendants’ possession, including the Class Member’s name, last-known mailing address, last four digits of Social Security number, and date of hire and date of termination (if any) during the Class Period, and the PAGA Period.

1.9. “Class Member” means all current and former non-exempt California employees who worked for Water Damage Rescue, Inc. at any time during the period between December 17, 2017 through the earlier of (a) the date the Court enters and order granting preliminary approval of this settlement or,

(b) July 17, 2023.

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the court approved notice of class action settlement to be mailed to Class Members in the form attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from December 17, 2017 through the earlier of (a) the date the Court enters and order granting preliminary approval of this settlement or, (b) July 17, 2023.

1.13. “Class Representatives” and “Plaintiffs” each mean Jose Luis Velasquez and Marvin Glenn Holloway.

1.14. “Class Representative Service Payment” means the payments to the Class Representatives for initiating the Action and the Holloway Action, and providing services in support of the Action and Holloway Action.

1.15. “Complaint” refers to the operative complaint filed in the Action, which is the First Amended Complaint, alleging class and representative PAGA action claims.

1.16. “Court” means the Superior Court of California, County of Los Angeles.

1.17. “Defendants” mean Water Damage Rescue, Inc. and Ori Lazarovits.

1.18. “Defense Counsel” means Peter Garrell and Lindley Fraley of GARRELL, COHON, KENNEDY, LLP.

1.19. “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.

1.20. “Exclusion List” means the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.

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

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

1.23. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval

of the Settlement.

1.24. “Gross Settlement Amount” or “GSA” means SIX HUNDRED FORTY THOUSAND (\$640,000.00) dollars and zero cents, which is the total amount Defendants agree to pay under the Settlement, except for the employer’s share of applicable payroll tax obligations that Defendants shall separately pay. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.25. “Holloway Action” means the lawsuit alleging wage and hour violations against Defendant Water Damage Rescue, Inc., *Marvin Glenn Holloway v. Water Damage Rescue, Inc.*, Sacramento County Superior Court Case No. 34-2022-00319781.

1.26. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of workweeks worked during the Class Period.

1.27. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods Worked during the PAGA Period.

1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.32. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.33. “PAGA Period” means the period from October 13, 2020 through the earlier of (a) the date the Court enters and order granting preliminary approval of this settlement or, (b) July 17, 2023.

1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.35. “PAGA Notices” means Plaintiff Velasquez’s October 8, 2021 letter and Plaintiff Holloway’s March 4, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$30,000), allocated 25% (approximately \$7,500.00) to the Aggrieved

Employee and the 75% (approximately \$22,500.00) to LWDA in settlement of PAGA claims.

1.37. “PAGA Pay Periods” means all pay periods during which the Aggrieved Employee was employed by Defendants and worked at least one shift during the PAGA Period.

1.38. “Participating Class Member” means all Settlement Class Members except for those who opt-out by submitting a timely and valid Request for Exclusion.

1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43. “Released Parties” means: Defendants and each of their former and present directors, officers, partners, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates and parents.

1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may prepare and submit a “Request for Exclusion” to the Settlement Administrator. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.47. “Weekly Report” refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to credited (i) Workweeks during the Class Period or (ii) Pay Periods Worked during the PAGA Period, received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

1.48. “Workweeks” means any week during which a Class Member worked for Defendants for

at least one day during the Class Period.

2. RECITALS.

2.1. On December 17, 2021, Plaintiff Velasquez commenced the Action by filing a complaint alleging PAGA-only claims against Defendants for (1) Violation of Private Attorney General Act, Labor Code §§ 2698, *et seq.* for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 221-223, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, 2802, 2810.5, and all applicable wage orders. On May 10, 2022, Plaintiff Holloway commenced the Holloway Action by filing a complaint against Defendant Water Damage Rescue, Inc. for alleged (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Labor Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Labor Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Labor Code § 2802; (9) Failure to Provide Personnel Files in Violation of Cal. Lab. Code § 1198.5; (10) Violation of PAGA. Defendants deny the allegations in the Action and Holloway Action, deny any failure to comply with the laws identified in the Action and Holloway Action, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Velasquez gave timely written notice to Defendants and the LWDA by sending a PAGA Notice on or about October 8, 2021. Plaintiff Holloway gave timely written notice to Defendants and the LWDA by submitting a PAGA Notice on or about March 4, 2022.

2.3. On May 18, 2024, the Parties participated in an all-day private mediation presided over by Steven Serratore, Esq., which resulted in this Agreement to settle the Action.

2.4. Prior to and during mediation, in preparation of negotiating and reaching Settlement, Plaintiffs obtained, through informal discovery, documents and information, including but not limited to Defendant's policies and practices, information relating to the size of the Class and Aggrieved Employees, number of Workweeks, as well as a statistically significant sampling of payroll and timekeeping records of 30% of the employees during the Class Period. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.7. The Parties recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. The Parties also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the

difficulties and delays inherent in such litigation. Based on the foregoing, the Parties believe the Settlement set forth in this Settlement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants agree to pay \$640,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of one-third of the GSA, which is currently estimated to be \$213,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the class pro rata.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members will still be entitled to PAGA Payments.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods Worked. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on its records, Defendants estimate that as of the date of this Settlement Agreement, there are estimated totals of 317 Class Members and 17,509 Workweeks during the Class Period. The Parties agree that if the number of Workweeks exceeds 17,509 by more than ten percent (10%), the Gross Settlement Amount will be increased proportionately for each additional workweek above the ten percent (10%) threshold.

4.2. Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class

Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall deliver by wire transfer the Court-approved Gross Settlement Amount to the Settlement Administrator as follows: 50% of the Gross Settlement Amount (\$320,000.00) no later than thirty (30) days after Final Approval (the “First Installment”), and the remaining 50% of the Gross Settlement Amount (\$320,000.00) no later than one hundred twenty (120) days after Final Approval (the “Second Installment”). Simultaneously with funding each Installment, Defendants shall also fund all amounts necessary to pay the employer-side payroll taxes due on the Individual Class Payments to be made from each Installment.

4.4. Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fund each Installment, including required employer-side payroll taxes for each Installment, the Administrator will mail on a pro rata basis checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursements of the pro rata Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all Aggrieved Employees. If the recipient is both a Participating Class Member and Aggrieved Employees, the Payments may be contained on one check. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment checks or Individual PAGA Payment checks are uncashed and cancelled after the void date, the Administrator shall transmit

the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. As of the date Defendants fully fund the entire Gross Settlement Amount and all required employer payroll taxes, Plaintiffs, Participating Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release.

5.1.1. Scope of Plaintiffs' Release. In consideration of Defendants' promises and agreements as set forth herein, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, from the beginning of time through the execution of this Agreement including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint including but not limited to any and all any claims related to their employment with Defendants and for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any and all claims arising from his employment or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Complaints, Plaintiffs' PAGA Notice or released under Paragraphs 5.2 and 5.3, below ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of

themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, including but not limited to claims for unpaid minimum wages; failure to pay overtime; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to timely pay final wages; failure to provide complete wage statements; failure to reimburse business expenses; failure to provide personnel files; violation of relevant and/or applicable sections of the relevant Industrial Welfare Commission Wage Order(s); and unfair competition under Business & Professions Code sections 17200, *et seq.* arising from violations of the above the Labor Code sections (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the Complaint and Plaintiffs’ PAGA Notices, or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notices, including but not limited to PAGA claims premised on violation of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 222, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1190, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1198.5, 2441, 2802, 2804, 2810.5, and applicable sections of the relevant Industrial Welfare Commission Wage Order(s) (the “Released PAGA Claims”). The operative release period for the Released PAGA Claims is the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to expeditiously and jointly prepare and file an unopposed motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Defendants’ Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall advise that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense

Counsel; (iv) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel attesting to its competency to represent the Class Members; the timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), operative complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi); and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. While Class Counsel will draft the motion, Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator, and all related documents.

6.3.1 Class Counsel and Defense Counsel will also stipulate to the filing of an amended complaint in the Velasquez Action that will add Marvin Glenn Holloway as a party plaintiff and his counsel as counsel of record, and incorporate all claims alleged in the Holloway Action. Plaintiff Holloway will promptly request dismissal of the Holloway Action without prejudice once the amended complaint has been filed.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.5 DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected the Administrator to serve and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising

out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks in the Class Period and Pay Periods Worked in the PAGA Period, in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ten (10) business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of workweeks worked during the Class Period and Pay Periods Worked during the PAGA Period (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods Worked, and Requests for Exclusion will be extended an additional 14 calendar days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defense Counsel, Class Counsel or Defendants are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 calendar days after receipt of Class Notice, or the deadline

dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by email, fax, or mail a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks Or Pay Periods Worked During PAGA Period. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks or Pay Periods Worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via mail, email or fax. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that Workweeks and Pay Periods Worked contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and Pay Periods Worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and Pay Periods Worked during the PAGA Period to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. Upon request of a Class Member, the Administrator will be authorized to provide the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Class Counsel and Defense Counsel containing (a) the Exclusion List containing names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Pay Period And Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member

challenges over the calculation of Workweeks and Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Pay Periods Worked by Class Members and Aggrieved Employees and the per Pay Period value of each. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone or email, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

8.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)

enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement

confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

Nothing herein shall restrict Plaintiffs’ Counsel from complying with filing and notice requirements to the LWDA relating to PAGA settlements or otherwise including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiffs’ Counsel’s qualifications and experience.

9.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

9.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

9.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

9.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

9.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

9.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as

such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

9.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

9.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Class Counsel and Plaintiffs agree that they will not issue any press release, press statement, initiate media coverage, or respond to any media inquiries regarding the Lawsuit, Defendants or the Released Parties, or the settlement of this Lawsuit. Class Counsel and Plaintiffs agree that any website or social media posting will refer to Defendants' respective names simply as "Confidential."

9.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the 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 90 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 shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

9.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
kdonnelly@jkd-law.com

Jean Claude Lapuyade
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
jlapuyade@jcl-law.com

Shani Zakay
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 36000
San Diego, CA 92121
shani@zakaylaw.com
To Defendants:

Peter E. Garrell, Attorney at Law
GARRELL, COHON, KENNEDY LLP
550 Hope Street, 24th Floor
Los Angeles, CA 90071
Tell: (213) 647-0730; Fax: (213) 647-0732
Email: pgarrell@gckllp.com

9.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

AGREED AS TO FORM AND CONTENT

Date: 06 / 27 / 2023

PLAINTIFF



Jose Luis Velasquez

Date: Jun 26, 2023

PLAINTIFF


Marvin Glenn Holloway (Jun 26, 2023 16:05 PDT)

Marvin Glenn Holloway

DEFENDANT WATER DAMAGE RESCUE,
INC.

Date: _____

Sign: _____

Print Name: _____

Its: _____

ORI LAVAROVITS

Date: _____

Sign: _____

Print Name: _____

AGREED AS TO FORM

Date: June 26, 2023

JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq,
Attorneys for Plaintiff Marvin Glenn Holloway

Date: June 26, 2023

ZAKAY LAW GROUP, APLC



Shani O. Zakay, Esq
Attorneys for Plaintiff Marvin Glenn Holloway

Date: 6/26/23

LAW OFFICES OF J. KIRK DONNELLY,
APC



J. Kirk Donnelly, Esq
Attorneys for Plaintiff Jose Luis Velasquez

Date: Jun 26, 2023

PLAINTIFF


Marvin Glenn Holloway (Jun 26, 2023 16:05 PDT)

Marvin Glenn Holloway

Date: _____

DEFENDANT WATER DAMAGE RESCUE,
INC.

Sign: 

Print Name: MORHAN McCAMB

Its: CONTROLLER

Date: _____

ORI LAVAROVITS

Sign: 

Print Name: Ori Lavarovits

AGREED AS TO FORM

Date: June 26, 2023

JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq,
Attorneys for Plaintiff Marvin Glenn Holloway

Date: June 26, 2023

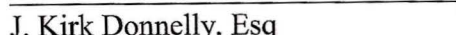
ZAKAY LAW GROUP, APLC



Shani O. Zakay, Esq
Attorneys for Plaintiff Marvin Glenn Holloway

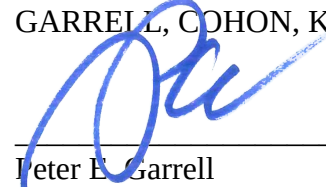
Date: _____

LAW OFFICES OF J. KIRK DONNELLY,
APC


J. Kirk Donnelly, Esq
Attorneys for Plaintiff Jose Luis Velasquez

GARRELL, COHON, KENNEDY LLP

Date: June 27, 2023



Peter E. Garrell
Attorneys for Defendants

Exhibit “A”

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

Jose Luis Velasquez and Marvin Glenn Holloway v. Water Damage Rescue, Inc. and Ori

Lazarovits

Superior Court of the State of California, County of Los Angeles

Case No. 21STCV46033

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Water Damage Rescue, Inc. (“WDR”) and Ori Lazarovits (“Defendants”) for alleged wage and hour violations. The Action is brought by Jose Luis Velasquez and Marvin Glenn Holloway (“Plaintiffs”) and seeks payment of (1) unpaid wages, unreimbursed business expenses, statutory damages, meal period and/or rest break premiums, penalties for pay stub and wage violations, interest, and attorneys’ fees on behalf of a class of non-exempt/hourly employees of WDR (“Class Members”) during the Class Period (December 17, 2017 through July 17, 2023, or the date of the Preliminary Approval, whichever is sooner); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees of WDR, who worked in California during the PAGA Period (October 13, 2020 through July 17, 2023, or the date of the Preliminary Approval, whichever is sooner) (“Aggrieved Employees”).

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

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class

Payment (less withholdings), your individual Class Payment and your Individual PAGA Payment are shown in the chart above, along with the workweeks and pay periods worked you are credited with working during the Class Period and PAGA Period, respectively, according to Defendants' records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.) If you believe you worked more workweeks or pay periods during either of the relevant periods, you can submit a challenge by the deadline. See Section 4 of this Notice.

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

If you worked for Defendants during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) DEADLINE: 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 10 of this Notice.
OBJECT DEADLINE: 	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can

	object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 3 of this Notice.
DISPUTE YOUR HOURS OR PAY PERIODS WORKED DEADLINE: 	If you believe that your number of hours or pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many hours you worked during the Class Period. The number you are credited are shown in the chart on the first page, and are based on Defendant's records. If you disagree with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.

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

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: TIME: A.M. / P.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former WDR employees. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failure to pay overtime wages, meal and rest period premiums, and timely wages, and failing to provide business expense reimbursements, meal periods, rest breaks and accurate itemized wage statements, among other things. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Plaintiffs are represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

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

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

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

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

1. Defendants Will Pay \$640,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement in two equal installment payments. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement as follows: First Installment in the amount of \$320,000 within 30 days of Final Approval, and Second Installment in the amount of \$320,000 within 120 days of Final Approval. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. \$213,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. \$10,000.00 as Class Representative Awards for filing each Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
 - D. \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods Worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The

Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their workweeks during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to unreimbursed expenses, penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

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

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

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

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

The Participating Class Members will be bound by the following release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complain, including but not limited to claims for unpaid minimum wages; failure to pay overtime; failure to provide meal premiums and/or unpaid meal period premiums; failure to authorize and permit rest breaks and/or unpaid rest break premiums; failure to timely pay final wages; failure to provide complete wage statements; failure to reimburse business expenses; failure to provide personnel files; violation of relevant and/or applicable sections of the relevant Industrial Welfare Commission Wage Order(s); and unfair competition under Business & Professions Code sections 17200, *et seq.* arising from violations of the above the Labor Code sections (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period..

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the entire Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the

Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the Complaint and Plaintiffs' PAGA Notices, or reasonably could have been alleged based on the facts stated in the Complaint and the PAGA Notices, including but not limited to PAGA claims premised on violation of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 222, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1190, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1198.5, 2441, 2802, 2804, 2810.5, and applicable sections of the relevant Industrial Welfare Commission Wage Order(s) (the "Released PAGA Claims"). The operative release period for the Released PAGA Claims is the PAGA Period.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods Worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweeks Worked and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay period you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [INSERT DATE] ("Response Deadline") to challenge the number of hours or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of hours and pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not

be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, two checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee, with the first check being issued after the First Installment Payment, and the second check being issued after the Second Installment Payment. The checks will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, two Individual PAGA Payment checks to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Actions as *Velasquez, et al. v. Water Damage Rescue, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the INSERT DATE Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) A Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you.

You can also access this information from the Court's Clerk's Office.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is INSERT DATE (the "Response Deadline").** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Velasquez, et al. v. Water Damage Rescue, et al. and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on INSERT DATE at INSERT TIME in Department 56 of the Los Angeles County Superior Court. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://lacourt.gov/>) and entering the Case Number for the Action, Case No. 21STCV46033. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles County Superior Court by booking an appointment at 213.830.0845.

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

The contact information for Class Counsel and the Settlement Administrator are below:

<u>Class Counsel:</u>
J. Kirk Donnelly Law Offices of J. Kirk Donnelly, APC 2173 Salk Ave., Ste. 250 Carlsbad CA 92008 760-209-5894 kdonnelly@jkd-law.com Jean Claude Lapuyade JCL Law Firm, APC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 619-599-8292 jlapuyade@jcl-law.com Shani Zakay Zakay Law Group, APLC 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 619-255-9047 shani@zakaylaw.com

<u>Settlement Administrator:</u>
XX Email Address Mailing Address Telephone Number Fax Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

1 J. KIRK DONNELLY (SBN 179401)
 2 LAW OFFICES OF J. KIRK DONNELLY, APC
 2173 Salk Avenue, Suite 250
 3 Carlsbad, CA 92008
 Tel. (760) 209-5894
 4 kdonnelly@jkd-law.com

5 Counsel for Plaintiff Jose Luis Velasquez
 6 (additional counsel listed on following page)

FILED
 Superior Court of California
 County of Los Angeles
 09/06/2023
 David W. Slayton, Executive Officer / Clerk of Court
 By: O. Chavez Deputy

7
 8 **SUPERIOR COURT OF CALIFORNIA**
 9 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 JOSE LUIS VELASQUEZ, on behalf of all
 13 others similarly aggrieved,

14 **PLAINTIFFS,**

15 vs. WATER DAMAGE RESCUE, INC., a
 16 California corporation, ORI LAZAROVITS,
 an individual, and DOES 1 through 10,
 inclusive,

17 **Defendants.**

CASE NO. 21STCV46033

Assigned for All Purposes to:
 Hon. Holly J. Fujie
 Dept. 56

~~[PROPOSE]~~ ORDER GRANTING MOTION
 FOR PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT

Date: September 6, 2023
 Time: 8:30 a.m.
 Dept. 56

Reservation ID: 634382668445

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
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JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
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Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

Attorneys for PLAINTIFF MARVIN GLENN HOLLOWAY

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument regarding the
3 Motion, hereby finds and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
5 attached as Exhibit 1 to the Declaration of J. Kirk Donnelly in support of Plaintiff's unopposed
6 Motion for Preliminary Approval of Class Action Settlement, filed on or about July 24, 2023, is
7 within the range of possible recovery and, subject to further consideration at the Final Approval
8 Hearing described below, is preliminarily approved as fair, reasonable, and adequate;

9 2 For purposes of settlement only, the Court provisionally and conditionally certifies
10 the following class: "all current and former non-exempt California employees who worked for
11 Water Damage Rescue, Inc. (WDR)" at any time during the period between December 17, 2017
12 and July 17, 2023."

13 3. The Court finds the Settlement Class, consisting of approximately 317 members, is
14 so numerous that joinder of all members is impracticable, and that the Settlement Class is
15 ascertainable by reference to the business records of defendant WDR.

16 4. The Court finds further there are questions of law and fact common to the entire
17 Settlement Class, which common questions predominate over any individualized questions of law
18 or fact. These common questions include, without limitation: (1) whether WDR paid Settlement
19 Class Members for all wages due, (2) whether WDR provided Settlement Class Members with all
20 required meal and rest periods, and/or paid proper premium wages for any missed, late, or
21 interrupted meal or rest periods; (3) whether WDR reimbursed Settlement Class Members for
22 reasonable and necessary business expenses; (4) whether WDR provided Settlement Class
23 Members with proper itemized wage statements, and (5) whether WDR paid the Settlement Class
24 Members all wages due on separation of employment.

25 5. The Court finds further the claims of named Plaintiffs Jose Luis Velasquez and
26 Marvin Glenn Holloway are typical of the claims of the Settlement Class, and that they will fairly
27 and adequately protect the interests of the Settlement Class. Accordingly, the Court appoints Jose
28 Luis Velasquez and Marvin Glenn Holloway as the Class Representatives, and appoints their

1 counsel of record the Law Offices of J. Kirk Donnelly, APC, JCL Law Firm, APC, and Zakay
2 Law Group, APLC, as Class Counsel.

3 6. The Court finds further that certification of the Settlement Class is superior to
4 other available means for the fair and efficient adjudication of the controversy.

5 7. The Court finds further that, in the present case, the proposed method of providing
6 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
7 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
8 the proposed Settlement and provides the best notice possible under the circumstances. The
9 Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement
10 Class Members of the terms of the Settlement and their rights thereunder, including the right to
11 object to the Settlement or any part thereof and the procedure for doing so, their right to exclude
12 themselves from the Settlement and the procedure for doing so, their right to obtain a portion of
13 the Settlement proceeds, and the date, time and location of the Final Approval Hearing. The
14 proposed Notice of Class Action Settlement (Exhibit A to the Settlement Agreement) and the
15 procedure for providing Notice set forth in the Settlement Agreement, are approved by the Court.

16 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
17 selection of Apex Class Action LLC as the Settlement Administrator. The Settlement
18 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
19 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set
20 forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms
21 of this Order and the Settlement Agreement, and particularly with respect to providing the
22 Settlement Administrator all information necessary to perform its duties under the Settlement
23 Agreement.

24 9. Any member of the Settlement Class who wishes to comment on or object to the
25 Settlement or any term thereof, including any proposed award of attorney's fees and costs to
26 Class Counsel or any proposed representative enhancement to the Class Representative, shall
27 have forty five (45) days from the mailing of the Class Notice to submit his or her comments
28 and/or objection to the Settlement Administrator, as set forth in the Settlement Agreement and

1 Class Notice.

February 6, 2024

2 10. A Final Approval Hearing is hereby set for ~~December 20, 2023~~, at 8:30 a.m. in
3 Department 56 of the Los Angeles County Superior Court, to consider any objections to the
4 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
5 and given full and final approval by the Court, and to determine the amount of attorney's fees and
6 costs awarded to Class Counsel, the amount of any representative enhancement award to the
7 Class Representative, and to approve the fees and costs payable to the Settlement Administrator.
8 All legal memoranda, affidavits, declarations, or other evidence in support of the request for final
9 approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the
10 Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no
11 later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the
12 right to continue the Final Approval Hearing without further notice to the Settlement Class
13 Members.

14 11. Provided he or she has not submitted a timely and valid Request for Exclusion, any
15 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
16 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.



Holly J. Fujie

18 Dated: 09/06/2023

Holly J. Fujie / Judge

19 Judge of the Superior Court

EXHIBIT 3

Thank you for your Proposed Settlement Submission

From: DIR PAGA Unit (lwdadonotreply@dir.ca.gov)

To: kdonnelly@jkd-law.com

Date: Monday, July 24, 2023 at 09:53 AM PDT

07/24/2023 09:53:03 AM

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 aginfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Holloway v. Water Damage (002-300)							
01/28/2022	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	2:12	1,210.00	1,210.00
02/01/2022	No	Jean Claude Lapuyade	Legal Research - Claim Analysis	550.00	4:24	2,420.00	3,630.00
02/03/2022	No	Jean Claude Lapuyade	Fact Investigation - Review Client Documents	550.00	2:00	1,100.00	4,730.00
02/04/2022	No	Jean Claude Lapuyade	Drafted Employee File Demand	550.00	1:42	935.00	5,665.00
02/28/2022	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File	550.00	3:18	1,815.00	7,480.00
03/02/2022	No	Jean Claude Lapuyade	Drafted LWDA Notice	550.00	3:30	1,925.00	9,405.00
04/29/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:48	440.00	9,845.00
06/25/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Extension on Answer	550.00	0:18	165.00	10,010.00
07/11/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OPC Re Court's Notice CMC	550.00	0:18	165.00	10,175.00
07/14/2022	No	Jean Claude Lapuyade	Law and Motion - TCW Client Re Dec. ISO Final	550.00	0:24	220.00	10,395.00
07/19/2022	No	Jean Claude Lapuyade	Discovery - Drafted and Revised SI (Set 1)	550.00	2:18	1,265.00	11,660.00
07/25/2022	No	Jean Claude Lapuyade	Case Management - TCW OC Re Claims	550.00	0:30	275.00	11,935.00
08/18/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation	550.00	0:42	385.00	12,320.00
08/21/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Extension	550.00	0:24	220.00	12,540.00
08/31/2022	No	Jean Claude Lapuyade	Discovery - Drafted Revised and Edited RFP (Set 1), RFA (Set 1)	550.00	3:12	1,760.00	14,300.00
09/23/2022	No	Jean Claude Lapuyade	Discovery - R&R Defendant's Response to SI (Set 1)	550.00	1:24	770.00	15,070.00
10/10/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Related Case	550.00	0:30	275.00	15,345.00
10/12/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Reviewed and Revised Opposition to Related Case	550.00	1:00	550.00	15,895.00
10/20/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited M&C Letter	550.00	1:00	550.00	16,445.00
10/20/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Petition for Coordination	550.00	2:00	1,100.00	17,545.00
11/14/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:18	165.00	17,710.00
11/16/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator Re Date	550.00	0:18	165.00	17,875.00
12/07/2022	No	Jean Claude	Law and Motion - Emails to/from Plaintiff's	550.00	0:36	330.00	18,205.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade	Counsel Re JCCP Motion				
12/07/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Petition to Coordinate Cases	550.00	2:36	1,430.00	19,635.00
12/18/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Stip to Continue JCCP	550.00	0:36	330.00	19,965.00
12/27/2022	No	Jean Claude Lapuyade	Case Management - R&R Stip to Continue CMC	550.00	0:18	165.00	20,130.00
01/05/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	550.00	0:36	330.00	20,460.00
01/09/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re JCCP	550.00	0:42	385.00	20,845.00
01/10/2023	No	Jean Claude Lapuyade	Case Management - R&R Notice or Ruling	550.00	0:12	110.00	20,955.00
02/10/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Stip to Stay	550.00	1:18	715.00	21,670.00
03/08/2023	No	Jean Claude Lapuyade	Discovery - Drafted Mediation Data Demand	550.00	0:36	330.00	22,000.00
04/11/2023	No	Jean Claude Lapuyade	Discovery - Email to/from OC Re Mediation Data	550.00	0:12	110.00	22,110.00
04/24/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	22,330.00
05/07/2023	No	Jean Claude Lapuyade	Mediation - Drafted, Revised and Edited Mediation Brief	550.00	3:18	1,815.00	24,145.00
05/08/2023	No	Monnett DeLaTorre	Law and Motion - Revised Mediation Brief	500.00	0:48	400.00	24,545.00
05/09/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	4:54	2,695.00	27,240.00
05/11/2023	No	Jean Claude Lapuyade	Discovery - Email to/from OC Re Class Data	550.00	0:18	165.00	27,405.00
05/12/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Mediation Brief	550.00	3:00	1,650.00	29,055.00
05/16/2023	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	8:00	4,400.00	33,455.00
05/16/2023	No	Monnett DeLaTorre	Attend Mediation	500.00	8:00	4,000.00	37,455.00
05/24/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revise and Edited MOU	550.00	2:06	1,155.00	38,610.00
05/25/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE MOU	550.00	0:18	165.00	38,775.00
05/25/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC and Co Counsel Re MOU1	550.00	1:06	605.00	39,380.00
05/26/2023	No	Jean Claude Lapuyade	Settlement - Revised and Edited Defense Long Form	550.00	3:36	1,980.00	41,360.00
05/31/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR and Admin Bids	550.00	0:30	275.00	41,635.00
06/02/2023	No	Jean Claude	Settlement - Emails to/from OC Re Admin Bids	550.00	0:36	330.00	41,965.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
06/02/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admins Re Bids	550.00	0:30	275.00	42,240.00
06/12/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	42,460.00
06/16/2023	No	Maria Watters	File maintenance	175.00	0:30	87.50	42,547.50
06/16/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re FAC	550.00	0:18	165.00	42,712.50
06/16/2023	No	Maria Watters	Drafted JCL and SOZ Decs ISO MPA and sent to TS for review	175.00	0:30	87.50	42,800.00
06/21/2023	No	Maria Watters	Finalized and sent SOZ and JCL Decs	175.00	0:30	87.50	42,887.50
06/22/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE SAR	550.00	0:12	110.00	42,997.50
06/23/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	43,162.50
06/23/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Client Re SAR	550.00	0:36	330.00	43,492.50
06/26/2023	No	Maria Watters	Drafted client declaration and sent to SOZ for review	175.00	0:30	87.50	43,580.00
06/27/2023	No	Maria Watters	Circulated revised SOZ and JCL Decs and draft client declaration to co-counsel	175.00	0:30	87.50	43,667.50
06/29/2023	No	Jean Claude Lapuyade	Law and Motion - R&R MPA	550.00	1:12	660.00	44,327.50
07/10/2023	No	Jean Claude Lapuyade	Case Management -R&R Draft Joint CMS	550.00	0:36	330.00	44,657.50
07/17/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	44,822.50
07/27/2023	No	Jean Claude Lapuyade	Law and Motion - R&R MPA	550.00	1:24	770.00	45,592.50
08/29/2023	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client	550.00	1:18	715.00	46,307.50
09/06/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	1:00	550.00	46,857.50
10/05/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Notice	550.00	0:48	440.00	47,297.50
10/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:18	165.00	47,462.50
10/12/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension	550.00	0:18	165.00	47,627.50
10/30/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:42	385.00	48,012.50
11/01/2023	No	Jean Claude Lapuyade	Settlement - R&R Revised Timeline and Notice	550.00	0:36	330.00	48,342.50
11/14/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	48,507.50
11/29/2023	No	Jean Claude	Settlement - R&R Admin Report	550.00	0:24	220.00	48,727.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
11/30/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MFA and Fees Motion Assignments	550.00	0:30	275.00	49,002.50
12/12/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:24	220.00	49,222.50
12/29/2023	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Motion for Fees	550.00	2:00	1,100.00	50,322.50
01/02/2024	No	Jean Claude Lapuyade	Law and Motion - Drafted JCL Dec. ISO Final	550.00	2:00	1,100.00	51,422.50
01/02/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Motion for Final Approval	550.00	1:42	935.00	52,357.50
01/04/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:18	165.00	52,522.50
Total for Holloway v. Water Damage (002-300)					98:00	\$52,522.50	

EXHIBIT 6

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Holloway v. Water Damage (002-300)						
03/05/2022	Expense		LWDA		75.00	75.00
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	8.30	83.30
03/31/2022	Journal Entry	Mar 2022 Postage		Postage for Mar 2022	23.22	106.52
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	0.20	106.72
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	0.20	106.92
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	2.10	109.02
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	2.19	111.21
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	0.10	111.31
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	0.70	112.01
04/24/2023	Check	3232	Serratore Law	Mediation	4,166.67	4,278.68
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	0.10	4,278.78
04/30/2023	Journal Entry	April 2023 Postage		Postage for April 2023	0.60	4,279.38
05/30/2023	Check	3281	Berger Consulting Group	Inv. 8752	1,347.50	5,626.88
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	0.30	5,627.18
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	0.60	5,627.78
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	2.10	5,629.88
11/30/2023	Journal Entry	Nov. 2023 Postage		Postage for November 2023	0.87	5,630.75
Total for Holloway v. Water Damage (002-300)					\$5,630.75	
TOTAL					\$5,630.75	

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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

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

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

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