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Attorneys for Plaintiff PERLA GONZALES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

PERLA GONZALES, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

CM SCHOOL SUPPLY, INC., a California
corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No. CIVSB2133207

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

Date: August 20, 2024

Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept.: S-26

1 I, Shani O. Zakay, 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 ZAKAY LAW GROUP, APLC (hereinafter "Class Counsel"). I am co-counsel of
5 record for Plaintiff PERLA GONZALES (hereafter "Plaintiff") in this wage and hour class action filed
6 against CM SCHOOL SUPPLY, INC., (hereinafter "Defendant").

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

9 **I. EXHIBITS**

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

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

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
18 administration submitted by Apex Class Action LLC, in the amount of \$5,500.

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

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
26 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
27

1 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
2 not have to wait (possibly years) for relief.

3 8. Given that there are approximately 178 Class Members who worked approximately
4 12,266 Workweeks during the Class Period, **the average gross recovery is approximately \$867.97** (Net
5 Settlement Amount divided by Settlement Class Members).

6 9. At the time of mediation there were approximately 91 Aggrieved Employees who worked
7 approximately 4,421 pay periods during the PAGA Period.

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

12 **III. FACTS AND PROCEDURE**

13 **A. Overview of the Litigation**

14 11. Defendant sells school supplies in California, including in San Bernadino County, where
15 Plaintiff worked. This action asserts claims on behalf of all current and former non-exempt employees
16 who worked for Defendant during the Class Period. Plaintiff worked for Defendant as a non-exempt
17 employee in California from June 2020 to August 2021. At all times during her employment, Plaintiff
18 earned an hourly wage and was entitled to legally compliant meal and/or rest periods, and minimum,
19 regular and overtime wages for all hours worked. Throughout her employment, Plaintiff was subject
20 to Defendant's written policies and procedures contained in, among other documents, the "Employee
21 Handbook."

22 12. Generally, Plaintiff claims that Defendant failed to furnish accurate itemized wage
23 statements, failed to provide compliant meal and rest periods, failed to pay for all time worked, failed
24 to reimburse for required expenses, and failed to pay all wages upon separation. Defendant forcefully
25 denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all
26 applicable employment laws and raised several other significant defenses to Plaintiff's claims, including
27 but not limited to, asserting that it issued compliant wage statements, maintained facially compliant
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1 meal and rest period policies, paid for all hours worked, and timely paid all wages due upon separation
2 of employment.

3 13. On September 24, 2021, Plaintiff served Defendant and the Labor and Workforce
4 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
5 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions
6 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
7 of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
8 Code Sections 2698 *et seq.* (“PAGA”).

9 14. On December 1, 2021, Plaintiff filed a class action complaint in the San Bernardino
10 Superior Court, Case Number CIVSB2133207 (“Action”). The Action alleged nine causes of action
11 against Defendant for: (1) Unfair Competition in Violation of California Business & Professions Code
12 §§ 17200, *et seq.*; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (3)
13 Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 & 1197.1; (4)
14 Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the
15 Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab.
16 Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized
17 Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse for Required Business
18 Expenses in Violation of Cal. Lab. Code § 2802; (8) Failure to Pay Wages When Due in Violation of
19 Cal. Lab. Code §§ 201, 202, and 203; and (9) Violation of the Private Attorneys General Act [Labor
20 Code §§ 2698 *et seq.*].

21 15. After engaging in extensive written discovery and depositions, the Parties agreed to
22 mediate the Action. To prepare for mediation, the Parties agreed to informally exchange additional
23 documents and data points subject to the mediation privilege, including but not limited to, employee
24 handbooks, the Class Members’ payroll and time data, and certain data points. As discussed *infra*,
25 Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
26 Defendant’s time and payroll data.

16. On January 23, 2024, the Parties participated in a full day mediation with mediator Steven G. Mehta, Esq. After arms-length negotiations and bargaining, the Parties reached an agreement to settle and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

B. Class Counsel Thoroughly Investigated the Factual and Legal Issues

17. Months before filing the Action, Class Counsel began their pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment, including her wage statements and various employment policies. At the conclusion of the interviews and analysis of the documents, Class Counsel determined that the foregoing appeared to substantiate Plaintiff's claim that Defendant failed to, among other things, provide compliant meal and rest periods, and pay for all time worked.

18. Considering the many factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims, Defendant's liability exposure to the Class Members, and Defendant's ability to pay any settlement. In response to Class Counsel's request, Defendant produced time and payroll records for the Class Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums paid to the Class Members, average hourly rate for the Class Members, and copies of applicable handbooks, policies, and agreements containing, *inter alia*, compensation, timekeeping, and meal and rest period policies. In total, Defendant produced over 2,500 pages of time records, payroll data and wage and hour policies for Class Counsel to analyze.

19. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services, specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases. Stated differently, the BCG is well-qualified to analyze Defendant's time and payroll data.

20. BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of work shifts, workweeks, pay periods, average length of shift and average number of hours worked per week and pay periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and rest periods, the amount of missed meal period premiums paid during the Class Period.

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

22. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of her employment file; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Settlement Class' time and payroll records; (5) analyzing Defendant's labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) conducting several calls with putative class members; (9) drafting the mediation brief; and (10) 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.

23. Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiff's claims. Based on their 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 Defendant, Class Counsel firmly believe 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.

1 **C. The Parties Settled at Mediation**

2 24. On January 23, 2024, the Parties conducted a full day of mediation with Steven G. Mehta,
3 Esq., a mediator of wage and hour class and representative actions. Mediator Mehta helped manage the
4 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The
5 Parties made substantial progress with Mediator Mehta's assistance. Namely, the Parties exchanged
6 information regarding their respective claims and defense, including their respective evaluation of the
7 damages. The mediation concluded with a settlement, the complete and final terms of which are now
8 set forth in the Agreement. Class Counsel submit that the Settlement constitutes a fair, adequate, and
9 reasonable compromise of the claims at issue.

10 **IV. ARGUMENT**

11 **A. The Court Should Preliminarily Approve the Proposed Class Action Settlement**

12 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by
13 Experienced Counsel.

14 25. The Parties participated in mediation with the highly respected Steven G. Mehta, Esq.
15 Mediator Mehta managed the Parties' expectations and provided a useful, neutral analysis of the issues
16 and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008
17 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably
18 against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d
19 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
20 proceedings were free of collusion and undue pressure.").) Prior to and during the mediation and
21 settlement discussions, the Parties exchanged information and engaged in a detailed discussion
22 regarding their evaluation of the case and various aspects of the matter. At all times, the Parties'
23 negotiations were at an arm's length, adversarial, and non-collusive. After reaching an agreement in
24 principle, the Parties drafted and negotiated a long-form settlement which is the subject of the instant
25 motion. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of
26 the claims at issue.

27 2. Class Counsel's Thorough Investigation Provided an Objective Measurement of
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1 deducting meal periods whether or not they were taken, Plaintiff and Class Members were not provided
2 meal period premiums for meal period violations that occurred during the Class Period. Further,
3 Plaintiff alleged that Plaintiff and Class Members were routinely required to remain on premises, a
4 practice which effectively caused Plaintiff and Class Members to remain on-call and on-duty during
5 their meal periods.

6 30. Conversely, Defendant argued, among other things, that they did not engage in a practice
7 of automatically deducting meal periods and provided all of their employees with the opportunity to take
8 compliant meal periods. Defendant also argued that they maintained facially compliant meal period
9 policies. Plaintiff estimated Defendant's exposure for this claim at \$242,683.00.

10 (2) Exposure for Failure to Pay for All Hours Worked.

11 31. Plaintiff also alleged that Defendant failed to pay its employees for all hours worked.
12 Specifically, Plaintiff asserted Defendant engaged in an unlawful rounding policy that resulted in Class
13 Members not being compensated for all their time worked.

14 32. Defendant vigorously denied liability for this claim. Defendant argued, among other
15 things, that all Class Members were properly paid minimum and overtime compensation for all hours
16 worked and any rounding policy was neutral in practice. Plaintiff estimated Defendant's exposure for
17 this claim at \$10,796.00.

18 (3) Exposure for Rest Period Violations

19 33. Plaintiff also alleged that Defendant failed to provide compliant rest periods. Specifically,
20 Plaintiff alleged that Defendant failed to provide compliant, timely rest breaks to the Class Members
21 by routinely requiring them to remain on premises, a practice which effectively caused Plaintiff and
22 Class Members to remain on-call and on-duty during their meal periods.

23 34. Defendant denied liability and asserted that they maintained legally compliant rest period
24 policies and practices throughout the Class Period. Defendant aggressively argued that Defendant's
25 policies and culture afforded the Class Members an opportunity to take timely rest breaks, and that to
26 the extent that breaks were not taken, this was done at the election of the employee. Defendant argued,
27

1 therefore, that under the *Brinker* decision they have no liability for the missed breaks whatsoever.
2 Nevertheless, Plaintiff estimated Defendant's exposure for this claim at \$242,683.00.

3 (4) Exposure for Unreimbursed Business Expenses

4 35. Plaintiff alleged that Defendant required Class Members to incur personal expenses for
5 the use of their own personal cellular phones. California employers who require employees to incur
6 personal business expenses for work purposes must reimburse the employee for the cost incurred. (See
7 Cal. Lab. Code § 2802(a), providing that "[a]n employer shall indemnify his or her employee for all
8 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
9 or her duties, or of his or her obedience to the directions of the employer...."). However, Defendant
10 failed to fully reimburse Plaintiff and Class Members for the costs incurred for the use of their personal
11 cellular phones in violation of California Labor Code section 2802.

12 36. Again, Defendant denied any liability for this claim. Defendant argued that most of its
13 employees did not use cellphones as a part of the performance of their duties and on the rare occasion
14 where employees did incur business expenses for the use of their cellphones, these expenses were fully
15 reimbursed. Plaintiff estimated Defendant's exposure for this claim at \$80,175.00.

16 (5) Exposure for Wage Statement Violations and Waiting Time Penalties

17 37. Plaintiff alleges that Defendant's alleged violations resulted in derivative violations of
18 Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various
19 penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could
20 argue that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under
21 Labor Code section 203. Additionally, Defendant could argue that Plaintiff could not show that Class
22 Members suffered an "injury" because of wage statement violations, as required by Labor Code section
23 226. Defendant could also argue that that meal and rest period violations do not entitle employees like
24 Plaintiff and the Class Members to pursue the derivative waiting time and itemized wage statement
25 penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 937). Plaintiff could not
26 give the penalty claims great weight given that they depended on proving the underlying claims, which
27

1 had their own risks. Plaintiff estimated Defendant's exposure for these claims at \$814,461.00, which is
2 comprised of \$450,461.00 for waiting time penalties and \$364,000.00 for wage statement penalties.

3 (6) Defendant's PAGA Exposure

4 38. In all, Class Counsel projected Defendant's liability exposure for PAGA claims at
5 \$1,662,500 if successful at trial.

6 39. Here, the Parties negotiated a good faith payment for PAGA Penalties in the amount of
7 \$10,000 which is 3.33% of the Gross Settlement Amount. This amount falls well within the range of
8 approved PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties (\$7,500) will be paid
9 to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA
10 Penalties (\$2,500) being distributed to the Aggrieved Employees, which is within the range of PAGA
11 Penalties approved by courts and should be approved.

12 40. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
13 of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
14 LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot
15 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
16 Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved Employee suffered
17 a violation for each pay period the employee worked. Again, Defendant raised several defenses that
18 presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to
19 those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho*
20 *v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and
21 manageability as to the rest period claims.

22 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

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

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

3 42. In this matter, Class Counsel negotiated a Gross Settlement Amount of
4 \$300,000.00 that is approximately 52.05% of Defendant's *class-wide* liability exposure for damages,
5 and approximately 21.57% of Defendant's maximum class wide liability exposure for damages and
6 statutory penalties. Given the amount of the settlement here, as compared to potential value of the
7 claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

8 **B. Proposed Notice Informs the Class About the Case and Settlement**

9 43. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
10 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
11 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
12 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure, and time
13 period within which to requests for exclusions or objections to the Settlement, the date for the final
14 approval hearing, the formula used to calculate settlement payments, and the terms and scope of the
15 Released Class Claims. Agreement at § III(N)(2)(a). The Parties negotiated this method to ensure
16 delivering the most reasonable method of notice to the Class Members while ensuring cost effective
17 administration of the Settlement.

18 **C. The Court Should Preliminarily Approve the Enhancement Award**

19 44. The Settlement provides for an Enhancement Award of \$10,000.00 for Plaintiff. The
20 Enhancement Award is fair and reasonable compensation for the Plaintiff's efforts bringing the action,
21 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on
22 the status of her case and the strategies for prosecuting the claims, and reviewing the proposed
23 Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class.

24 45. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated
25 Enhancement Award once preliminary approval of the Settlement is granted. Plaintiff respectfully
26 submits that the above showing is sufficient for preliminary approval of the negotiated Enhancement
27 Award.

D. The Court Should Preliminary Approve the Negotiated Class Counsel Award

46. Class Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class Members. Considering the positive outcome for the Class Members, and in light of the supporting authority, the proposed Attorneys' Fees and Attorneys' Expenses payment is fair and reasonable.

47. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Attorneys' Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

E. The Court Should Provisionally Certify the Settlement Class

48. For Settlement, Plaintiff contends, and Defendant does not dispute for settlement purposes only, that provisional certification of the Class is appropriate.

49. Because all Class Members are Defendant's current and former employees, the class is readily ascertainable from Defendant's regular business records, i.e., payroll records.

50. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and Defendant's liability can be determined by facts common to all members of the class. The wage and hour issues are both numerous and substantial, and a class action is the most advantageous method of dealing with the claims of the Settlement Class.

51. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because they arise from the same factual basis and are based on the same legal theories applicable to the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Settlement Class. Plaintiff alleges that she was injured by the same company-wide practices to which the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated her ability to advocate for the interests of the Class Member by initiating this litigation, undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

1 52. Additionally, Plaintiff is represented by competent Class Counsel who have extensive
2 experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued,
3 certified, and gained state court settlement approval of the same class-wide causes of action that are at
4 issue in this case. Class Counsel's wage and hour class action experience establishes that they are well
5 qualified to represent the interests of this Class.

6 53. A class action is superior to a multitude of individual lawsuits. Given the size and amount
7 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
8 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
9 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
10 adjudication.

11 **F. Class Counsel's Experience**

12 54. Class Counsel are also experienced with the claims at issue here, as Class Counsel
13 previously litigated and settled similar claims in numerous other actions. Attorneys from both Class
14 Counsel's firms have extensive class litigation experience, handling a number of class action and
15 complex commercial cases and have acted both as counsel and as lead and co-lead counsel in a variety
16 of these matters. Class Counsel have successfully prosecuted and obtained significant recoveries in
17 numerous class action lawsuits and other lawsuits involving complex issues of law and fact. Class
18 Counsel have been involved as class counsel in over two hundred class action matters, including many
19 wage and hour class actions. Class Counsel has been found to be adequate counsel by the courts
20 throughout California. A true and correct copy of the Zakay Law Group, APC's firm resume is attached
21 hereto as **Exhibit #4**. Class Counsel have been approved as experienced class counsel in both state and
22 federal courts in California in contested class certification proceedings. Thus, the adequacy requirement
23 is satisfied. The Settlement did not occur until Class Counsel possessed sufficient information to make
24 an informed judgment regarding the likelihood of success on the merits and results that could be
25 obtained through further litigation.

26 55. The parties agreed to appoint the Community Law Project ("CLP") as the Cy Pres. I do
27 not have any decision-making authority or any pecuniary interest in CLP. Similarly, no attorney in my
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1 firm has such interest, relationship or connection.

2
3 I declare under the penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct. Executed this 22nd day of May 2024, at San Diego, California.

5 **ZAKAY LAW GROUP, APLC**

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7 By: 
8 Shani O. Zakay, Esq.
9 Attorneys for Plaintiff
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EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

PERLA GONZALES, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

CM SCHOOL SUPPLY, INC., a California
corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No.: CIVSB2133207

[Action Filed December 1, 2021]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff PERLA GONZALES (hereinafter “Plaintiff”), an individual, on behalf of the Settlement Class, and in her representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant CM SCHOOL SUPPLY, INC. (hereinafter “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Gonzales v. CM School Supply, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2133207, filed December 1, 2021.
- B. “Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$5,500.
- C. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of September 24, 2020, through January 23, 2024 (the “PAGA Period”).
- D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred of up to \$20,000.00.
- F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$100,000 out of \$300,000.00. Attorneys’ fees will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).
- G. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of December 1, 2017, through January 23, 2024 (the “Class Period”).

- 1 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
2 Shani Zakay of Zakay Law Group, APLC.
- 3 I. "Class Data" means information regarding Class Members that Defendant will in
4 good faith compile from its records and provide to the Settlement Administrator. It
5 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
6 Member's full name; last known address; Social Security Number; start dates and end
7 dates of employment.
- 8 J. "Class Period" means the period between December 1, 2017 through January 23,
9 2024.
- 10 K. "Class Representative" shall mean plaintiff Perla Gonzales.
- 11 L. "Court" means the Superior Court for the State of California, County of San
12 Bernardino currently presiding over the Action.
- 13 M. "Defendant" shall mean CM School Supply, Inc.
- 14 N. "Effective Date" means the date of final approval if no objections are filed to the
15 settlement. If objections are filed and overruled, and no appeal is taken of the final
16 approval order, then the effective date of final approval will be the date the Court
17 enters the order and judgment granting final approval of the settlement. If an appeal
18 is taken from the Court's overruling of objections to the settlement, then the effective
19 date of final approval will be twenty (20) days after the appeal is withdrawn or after
20 an appellate decision affirming the final approval decision becomes final.
- 21 O. "Enhancement Award" means an award in the amount of \$10,000 or in an amount
22 that the Court authorizes to be paid to the Class Representative, in addition to her
23 Individual Settlement Payment and her individual Aggrieved Employee Payment, in
24 recognition of her efforts and risks in assisting with the prosecution of the Action.
- 25 P. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
26 Settlement Amount to the Claims Administrator in accord with the terms of this
27 Agreement. Defendant will pay the Gross Settlement Amount to the Settlement
28 Administrator beginning thirty (30) calendar days of the Effective Date and as

1 follows: the Gross Settlement Amount shall be paid via twelve (12) equal installments
2 of \$25,000 each, with the first installment due thirty (30) calendar days after the Court
3 grants final approval of the Settlement, and each installment thereafter due 30
4 calendar days after each installment is paid.

5 Q. “Gross Settlement Amount” means Three Hundred Thousand Dollars and Zero Cents
6 (\$300,000.00) that Defendant must pay into the QSF in connection with this
7 Settlement, inclusive of the sum of Individual Settlement Payments, Administration
8 Costs, Attorneys’ Fees and Attorneys’ Expenses, Enhancement Award, and the
9 PAGA Penalties and *exclusive* of the employer’s share of payroll tax, if any, triggered
10 by any payment under this Settlement.

11 R. “Individual Settlement Payments” means the amount payable from the Net Settlement
12 Amount to each Settlement Class Member and excludes any amounts distributed to
13 Aggrieved Employees pursuant to PAGA.

14 S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less
15 Attorneys’ Fees and Attorneys’ Expenses, Enhancement Award, PAGA Penalties,
16 and Administration Costs.

17 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the
18 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
19 than formatting changes to facilitate printing by the Settlement Administrator).

20 U. “Operative Complaint” shall mean the Complaint on file in the Action filed on
21 December 1, 2021.

22 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
23 Labor Code § 2698 *et seq.*

24 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
25 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
26 Aggrieved Employees during the PAGA Period.

27 X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
28 Employee Payment, as defined herein, means the number of pay periods of

employment during the PAGA Period that each Aggrieved Employee worked in California.

Y. “PAGA Period” means the period beginning between September 24, 2020 through January 23, 2024.

Z. “PAGA Penalties” shall mean Ten Thousand Dollars (\$10,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees (“Aggrieved Employee Payment”) and 75% of the payment going to the Labor and Workforce Development Agency (“LWDA Payment”). The amount of the PAGA Penalties is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Penalties will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

AA. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

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

CC. “Plaintiff” shall mean Perla Gonzales.

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

EE. “Released Class Claims” shall mean the release from the Class Members of all class claims alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

FF. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint in the Action and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested

benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

GG. "Plaintiff's Release" means all claims that were or could have been made by Plaintiff in her individual capacity against the Released Parties (as defined below), including a waiver of any and all provisions of California Civil Code section 1542, except only for claims by law cannot be waived by private agreement.

HH. "Released Parties" shall mean Defendant.

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

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

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

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

MM. "Workweeks," for purposes of calculating the distribution of the Net Settlement Amount, means any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class member is employed by Defendant during the Class Period in California.

1 **II. RECITALS**

- 2 A. On September 24, 2021, Plaintiff filed a Notice of Violations with the Labor and
3 Workforce Development Agency (LWDA) and served the same on Defendant.
- 4 B. On December 1, 2021, Plaintiff filed the Action, alleging claims for:
- 5 1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
 - 6 2. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
 - 7 3. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1);
 - 8 4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the
9 applicable Wage Order);
 - 10 5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 512 and the
11 applicable wage order);
 - 12 6. Failure to Provide Accurate Itemized Statements (Labor Code § 226 *et seq.*);
 - 13 7. Failure to Reimburse for Required Expenses (Labor Code § 2802);
 - 14 8. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203);
 - 15 9. Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)
- 16 C. The Class Representative believes she has claims based on alleged violations of the
17 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
18 that class certification is appropriate because the prerequisites for class certification
19 can be satisfied in the Action, and this action is manageable as a PAGA representative
20 action.
- 21 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
22 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
23 Representative are owed, and further contends that, for any purpose other than
24 settlement, the Action is not appropriate for class or representative action treatment.
25 Defendant contends, among other things, that at all times it complied with the
26 California Labor Code and the Industrial Welfare Commission Wage Orders.
- 27 E. The Class Representative is represented by Class Counsel. Class Counsel investigated
28 the facts relevant to the Action, including conducting an independent investigation as

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

15 F. On January 23, 2024, the Parties participated in mediation presided over by Steven
16 G. Metha, Esq., an experienced mediator of wage and hour class and PAGA actions.
17 The mediation concluded with a settlement, which was subsequently memorialized in
18 the form of a Memorandum of Understanding.

19 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
20 other agreements, understandings, or representations between the Parties. This
21 Agreement represents a compromise and settlement of highly disputed claims.
22 Nothing in this Agreement is intended or will be construed as an admission by
23 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
24 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
25 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
26 have merit.

27 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
28 Settlement was arrived at through arm's-length negotiations, taking into account all

relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Enhancement Award, the Attorneys' Fees and Attorneys' Expenses, PAGA Penalties, and the Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.4 below, Defendant shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendant represents that the Settlement Class was comprised of 178 individuals who collectively worked approximately 12,266 Workweeks ("Projected Workweeks") during the Class Period. The Parties acknowledge and agree that this data (and other information provided by Defendant for purposes of mediation) was relied on to extrapolate and reach an arms-length negotiation of Plaintiff's claims in the Action through the Class Period. One

1 week prior to the filing of the Motion for Preliminary Approval, Defendant
2 will provide Class Counsel with a declaration under penalty of perjury
3 confirming the number of applicable Class Members and Projected
4 Workweeks they worked during the Class Period. Should the total number of
5 Projected Workweeks increase by more than 5% of what was represented at
6 the mediation during the Class Period, the Gross Settlement Amount will
7 increase proportionally for the number of Workweeks over 105% of 12,266.
8 For example, if the total Workweeks in the Class Period are 115% of 12,266,
9 the Gross Settlement Amount shall increase by 10%.

10 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
11 into the QSF, through the Settlement Administrator by the Funding Date.
12 Defendant will pay the Gross Settlement Amount to the Settlement
13 Administrator beginning thirty (30) calendar days of the Effective Date and
14 as follows: the Gross Settlement Amount shall be paid via twelve (12) equal
15 installments of \$25,000 each, with the first installment due thirty (30) calendar
16 days after the Court grants final approval of the Settlement, and each
17 installment thereafter due 30 calendar days after each installment is paid
18 (“Installment Payments”). Any interest accrued will be added to the NSA and
19 distributed to the Settlement Class Members except that if final approval is
20 reversed on appeal, then Defendant is entitled to prompt return of the principal
21 and all interest accrued.

22 4. Defendant’s Share of Payroll Taxes. Defendant’s share of employer side
23 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
24 together with the Gross Settlement Amount on the Funding Date.

25 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
26 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
27 release the Released Parties from the Released Class Claims for the Class Period,
28 expressly excluding all other claims, including claims for vested benefits, wrongful

1 termination, unemployment insurance, disability, social security, workers'
2 compensation, and class claims outside of the Class Period.

3 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
4 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
5 California release the Released Parties from the Released PAGA Claims for the PAGA
6 Period. As a result of this release, the Aggrieved Employees shall be precluded from
7 bringing claims against Defendant for the Released PAGA Claims, expressly
8 excluding all other claims, including claims for vested benefits, wrongful termination,
9 unemployment insurance, disability, social security, workers' compensation, and
10 PAGA claims outside of the PAGA period.

11 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
12 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
13 Released Parties from any and all claims, whether known or unknown, which exist or
14 may exist on Plaintiff's behalf as of the date of this Agreement, including but not
15 limited to any and all tort claims, contract claims, wage claims, wrongful termination
16 claims, disability claims, benefit claims, public policy claims, retaliation claims,
17 statutory claims, personal injury claims, emotional distress claims, invasion of privacy
18 claims, defamation claims, fraud claims, quantum meruit claims, and any and all
19 claims arising under any federal, state or other governmental statute, law, regulation
20 or ordinance, including, but not limited to claims for violation of the Fair Labor
21 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
22 Welfare Commission, other state wage and hour laws, the Americans with Disabilities
23 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
24 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
25 Employment and Housing Act, the California Family Rights Act, the Family Medical
26 Leave Act, California's Whistleblower Protection Act, California Business &
27 Professions Code Section 17200 et seq., and any and all claims arising under any
28 federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also

1 waives and relinquishes any and all claims, rights or benefits that she may have under
2 California Civil Code § 1542, which provides as follows:

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

10
11 Thus, notwithstanding the provisions of section 1542, and to implement a full and
12 complete release and discharge of the Released Parties, Plaintiff expressly
13 acknowledges this Settlement Agreement is intended to include in its effect, without
14 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
15 the time of signing this Settlement Agreement, and that this Settlement Agreement
16 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
17 has read this Settlement Agreement, including this waiver of California Civil Code
18 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
19 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
20 about the waiver of section 1542, and that Plaintiff understands this Settlement
21 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
22 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
23 discover facts different from or in addition to those Plaintiff now knows or believes to
24 be true regarding the matters released or described in this Settlement Agreement, and
25 even so Plaintiff agrees that the releases and agreements contained in this Settlement
26 Agreement shall remain effective in all respects notwithstanding any later discovery
27 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
28 mistake in connection with the true facts involved in the matters, disputes, or

1 controversies released or described in this Settlement Agreement or with regard to any
2 facts now unknown to Plaintiff relating thereto. Nothing in this release prevents or
3 restricts the disclosure of factual information related to a claim filed in a civil action
4 or a complaint filed in an administrative action with respect to an act of sexual assault,
5 sexual harassment, or *any* prohibited workplace harassment or discrimination, failure
6 to prevent an act of workplace harassment or discrimination, or retaliation against a
7 person for reporting or opposing harassment or discrimination under FEHA. Plaintiff
8 acknowledges that she has had more than 5 business days to consult an attorney of
9 Plaintiff's choice, at Plaintiff's expense, and that Plaintiff has done so. Plaintiff may
10 sign this Agreement prior to the end of this period and if she does so she specifically
11 acknowledges and agrees that her decision to accept this shortening of time is knowing
12 and voluntary and is not induced by Defendant through fraud, misrepresentation, or a
13 threat to withdraw or alter the offer prior to the expiration of the reasonable time
14 period, or by providing different terms to employees who sign such an agreement prior
15 to the expiration of such time period.

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

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

27 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
28 preliminarily or finally approved by the Court and/or the LWDA, or if the appellate

1 court fails to approve the Settlement, or if the Settlement Agreement is otherwise
2 terminated, fails to become effective, or is reversed, withdrawn or modified by the
3 Court, or in any way prevents or prohibits Defendant from obtaining a complete
4 resolution of the Released Claims, or if Defendant fails to fully fund the Gross
5 Settlement Amount:

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

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

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

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR

1 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
2 her or its own, independent legal and tax counsel for advice (including tax advice) in
3 connection with this Agreement, (b) has not entered into this Agreement based upon
4 the recommendation of any other Party or any attorney or advisor to any other Party,
5 and (c) is not entitled to rely upon any communication or disclosure by any attorney
6 or adviser to any other party to avoid any tax penalty that may be imposed on the
7 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
8 any limitation that protects the confidentiality of any such attorney's or adviser's tax
9 strategies (regardless of whether such limitation is legally binding) upon disclosure by
10 the acknowledging party of the tax treatment or tax structure of any transaction,
11 including any transaction contemplated by this Agreement.

12 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
13 preliminary approval within sixty (60) calendar days of execution of this Agreement,
14 or within the statutory timeframe as determined by the Court's setting of the
15 preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff
16 will provide Defendant with a draft of the Motion at least three 3 business days prior
17 to the filing of the Motion to give Defendant an opportunity to propose changes or
18 additions to the Motion.

19 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
20 establishing and administering the QSF; calculating, processing and mailing payments
21 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
22 mailing the Notice Packets to the Class Members as directed by the Court; receiving
23 and reporting the objections and requests for exclusion; calculating, deducting and
24 remitting all legally required taxes from Individual Settlement Payments and
25 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
26 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
27 individual shares of the Aggrieved Employee Payment; processing and mailing tax
28 payments to the appropriate state and federal taxing authorities; providing

1 declaration(s) as necessary in support of preliminary and/or final approval of this
2 Settlement; and other tasks as the Parties mutually agree or the Court orders the
3 Settlement Administrator to perform. The Settlement Administrator shall keep the
4 Parties timely apprised of the performance of all Settlement Administrator
5 responsibilities by among other things, sending a weekly status report to the Parties'
6 counsel stating the date of the mailing, the of number of Elections Not to Participate
7 in Settlement it receives (including the numbers of valid and deficient), and number of
8 objections received.

9 L. Notice Procedure.

10 1. Class Data. No later than ten (10) business days after the Preliminary
11 Approval Date, Defendant shall provide the Settlement Administrator with the
12 Class Data for purposes of preparing and mailing Notice Packets to the Class
13 Members.

14 2. Notice Packets.

15 a) The Notice Packet shall contain the Notice of Class Action Settlement
16 in a form substantially similar to the form attached as **Exhibit A**. The
17 Notice of Class Action Settlement shall inform Class Members and
18 PAGA Class Members that they need not do anything in order to
19 receive an Individual Settlement Payment and/or Aggrieved
20 Employees' individual shares of the Aggrieved Employee Payment
21 and to keep the Settlement Administrator apprised of their current
22 mailing address, to which the Individual Settlement Payments and/or
23 Aggrieved Employees' individual shares of the Aggrieved
24 Employment Payment will be mailed following the Funding Date. The
25 Notice of Class Action Settlement shall set forth the release to be given
26 by all members of the Class who do not request to be excluded from
27 the Settlement Class and/or Aggrieved Employees in exchange for an
28 Individual Settlement Payment and/or Aggrieved Employees'

1 individual shares of the Aggrieved Employment Payment, the number
2 of Workweeks worked by each Class Member during the Class Period
3 and PAGA Period, if any, and the estimated amount of their Individual
4 Settlement Payment if they do not request to be excluded from the
5 Settlement and each Aggrieved Employees' share of the Aggrieved
6 Employment Payment, if any. The Settlement Administrator shall use
7 the Class Data to determine Class Members' Workweeks and PAGA
8 Workweeks. The Notice will also advise the Aggrieved Employees
9 that they will release the Released PAGA Claims and will receive their
10 share of the Aggrieved Employee Payment regardless of whether they
11 request to be excluded from the Settlement.

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

18 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
19 Settlement Administrator will perform a search based on the National Change
20 of Address Database to update and correct any known or identifiable address
21 changes. No later than twenty-one (21) calendar days after preliminary
22 approval of the Settlement, the Settlement Administrator shall mail copies of
23 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
24 electronic mail. The Settlement Administrator shall exercise its best judgment
25 to determine the current mailing address for each Class Member. The address
26 identified by the Settlement Administrator as the current mailing address shall
27 be presumed to be the best mailing address for each Class Member.
28

- 1 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
2 Administrator as non-delivered on or before the Response Deadline shall be
3 re-mailed to any forwarding address provided. If no forwarding address is
4 provided, the Settlement Administrator shall promptly attempt to determine a
5 correct address by lawful use of skip-tracing, or other search using the name,
6 address and/or Social Security number of the Class Member involved, and
7 shall then perform a re-mailing, if another mailing address is identified by the
8 Settlement Administrator. Class Members who received a re-mailed Notice
9 Packet shall have their Response Deadline extended fifteen (15) days from the
10 original Response Deadline.
- 11 5. Disputes Regarding Individual Settlement Payments. Class Members will
12 have the opportunity, should they disagree with Defendant's records regarding
13 the start and end dates of employment to provide documentation and/or an
14 explanation to show contrary dates. If there is a dispute, the Settlement
15 Administrator will consult with the Parties to determine whether an
16 adjustment is warranted. The Settlement Administrator shall determine the
17 eligibility for, and the amounts of, any Individual Settlement Payments under
18 the terms of this Agreement. The Settlement Administrator's determination
19 of the eligibility for and amount of any Individual Settlement Payment shall
20 be binding upon the Class Member and the Parties.
- 21 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
22 by the Settlement Administrator concerning the administration of the
23 Settlement will be resolved by the Court under the laws of the State of
24 California. Before any such involvement of the Court, counsel for the Parties
25 will confer in good faith to resolve the disputes without the necessity of
26 involving the Court.
- 27 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
28 Packet shall state that Class Members who wish to exclude themselves from

1 the Settlement must submit a written request for exclusion to the Settlement
2 Administrator by the Response Deadline. The written request for exclusion
3 must state that the Class Member wishes to exclude himself or herself from
4 the Settlement and (1) must contain the name, address, and the last four digits
5 of the Social Security number of the person requesting exclusion; (2) must be
6 signed by the Class Member; (3) must be postmarked or fax stamped by the
7 Response Deadline and returned to the Settlement Administrator at the
8 specified address or fax telephone number; and (4) contain a typewritten or
9 handwritten notice stating in substance that he or she wishes to be excluded
10 from the settlement of the class action lawsuit entitled *Gonzales v CM School*
11 *Supply, Inc., et al*, currently pending in Superior Court of San Bernardino,
12 Case No. CIVSB2133207. The request for exclusion will not be valid if it is
13 not timely submitted, if it is not signed by the Class Member, or if it does not
14 contain the name and address and last four digits of the Social Security number
15 of the Class Member. The date of the postmark on the mailing envelope or fax
16 stamp on the request for exclusion shall be the exclusive means used to
17 determine whether the request for exclusion was timely submitted. Any Class
18 Member who submits a timely request for exclusion shall be excluded from
19 the Settlement Class will not be entitled to an Individual Settlement Payment
20 and will not be otherwise bound by the terms of the Settlement or have any
21 right to object, appeal or comment thereon. However, any Class Member that
22 submits a timely request for exclusion that is also a member of the Aggrieved
23 Employees will still receive his/her pro rata share of the PAGA Settlement, as
24 specified below, and in consideration, will be bound by the Release by the
25 Aggrieved Employees as set forth herein. Settlement Class Members who fail
26 to submit a valid and timely request for exclusion on or before the Response
27 Deadline shall be bound by all terms of the Settlement and any final judgment
28 entered in this Action if the Settlement is approved by the Court. No later than

1 twenty-one (21) calendar days after the Response Deadline, the Settlement
2 Administrator shall provide counsel for the Parties with a final list of the Class
3 Members who have timely submitted timely requests for exclusion. At no time
4 shall any of the Parties or their counsel seek to solicit or otherwise encourage
5 members of the Class to submit requests for exclusion from the Settlement. If
6 fifteen percent (15%) or more of the Class Members timely submit a valid and
7 timely request for exclusion on or before the Response Deadline, Defendant
8 will have the right, in its sole discretion, to void the Settlement and not pay
9 any amounts that otherwise would have been owed under this Agreement.

- 10 8. Objections. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to object to the Settlement
12 may submit to the Settlement Administrator a written statement of objection
13 (“Notice of Objection”) by the Response Deadline. The postmark date of
14 mailing shall be deemed the exclusive means for determining that a Notice of
15 Objection was served timely. The Notice of Objection, if in writing, must be
16 signed by the Settlement Class Member and state: (1) the case name and
17 number; (2) the name of the Settlement Class Member; (3) the address of the
18 Settlement Class Member; (4) the last four digits of the Settlement Class
19 Member’s Social Security number; (5) the basis for the objection; and (6) if
20 the Settlement Class Member intends to appear at the Final
21 Approval/Settlement Fairness Hearing. Class Members who fail to make
22 objections in writing in the manner specified above may still make their
23 objections orally at the Final Approval/Settlement Fairness Hearing with the
24 Court’s permission. Settlement Class Members will have a right to appear at
25 the Final Approval/Settlement Fairness Hearing to have their objections heard
26 by the Court regardless of whether they submitted a written objection. At no
27 time shall any of the Parties or their counsel seek to solicit or otherwise
28 encourage Class Members to file or serve written objections to the Settlement

1 or appeal from the Order and Final Judgment. Class Members who submit a
2 written request for exclusion may not object to the Settlement. Class Members
3 may not object to the PAGA Penalties.

4 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
5 the Gross Settlement Amount plus any employer's share of payroll taxes as mandated
6 by law within the time specified hereinabove on the Funding Date.

7 1. Calculation of Individual Settlement Payments. Individual Settlement
8 Payments shall be paid from the Net Settlement Amount and shall be paid
9 pursuant to the formula set forth herein. Using the Class Data, the Settlement
10 Administrator shall add up the total number of Workweeks for all Class
11 Members. The respective Workweeks for each Class Member will be divided
12 by the total Workweeks for all Class Members, resulting in the Payment Ratio
13 for each Class Member. Each Class Member's Payment Ratio will then be
14 multiplied by the Net Settlement Amount to calculate each Class Member's
15 estimated Individual Settlement Payments. Each Individual Settlement
16 Payment will be reduced by any legally mandated employee tax withholdings
17 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
18 Members who submit valid and timely requests for exclusion will be
19 redistributed to Settlement Class Members who do not submit valid and timely
20 requests for exclusion on a pro rata basis based on their respective Payment
21 Ratios.

22 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
23 Class Data, the Settlement Administrator shall add up the total number of
24 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
25 The respective PAGA Pay Periods for each Aggrieved Employees will be
26 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
27 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
28 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the

Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 25% wages ("Wage Portion") and 75% penalties and pre-judgment interest ("Penalties and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.
4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.
5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.
6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Penalties provided for

1 in this Settlement agreement are the sole payments to be made by Defendant to
2 Settlement Class Members and/or Aggrieved Employees in connection with this
3 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
4 Class Members and/or Aggrieved Employees are not entitled to any new or
5 additional compensation or benefits as a result of having received the Individual
6 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

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

11 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
12 Employees shall remain valid and negotiable for one hundred and eighty (180)
13 days from the date of their issuance. If a Settlement Class Member and/or
14 Aggrieved Employees does not cash his or her settlement check within 90
15 days, the Settlement Administrator will send a letter to such persons, advising
16 that the check will expire after the 180th day, and invite that Settlement Class
17 Member and/or Aggrieved Employees to request reissuance in the event the
18 check was destroyed, lost or misplaced. In the event an Individual Settlement
19 Payment and/or Aggrieved Employees' individual share of the PAGA
20 Penalties check has not been cashed within one hundred and eighty (180) days,
21 all funds represented by such uncashed checks, plus any interest accrued
22 thereon, shall be paid to the Community Law Project, a Cy Pres, pursuant to
23 California Code of Civil Procedure section 384.

24 9. Enhancement Award. In addition to the Individual Settlement Payment as a
25 Settlement Class Member and her individual share of the Aggrieved
26 Employee Payment, Plaintiff will apply to the Court for an award of not more
27 than \$10,000.00, as the Enhancement Award. Defendant will not oppose an
28 Enhancement Award of not more than \$10,000.00 for Plaintiff. The

1 Settlement Administrator shall pay the Enhancement Award, either in the
2 amount stated herein if approved by the Court or some other amount as
3 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
4 than thirty (30) calendar days after Defendant has made enough Installment
5 Payments to sufficiently fund the Settlement to pay the Individual Settlement
6 Payments, PAGA Penalties, and Enhancement Award. Any portion of the
7 requested Enhancement Award that is not awarded to the Class Representative
8 shall be part of the Net Settlement Amount and shall be distributed to
9 Settlement Class Members as provided in this Agreement. The Settlement
10 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her
11 Enhancement Award. Plaintiff shall be solely and legally responsible to pay
12 any and all applicable taxes on her Enhancement Award and shall hold
13 harmless the Released Parties from any claim or liability for taxes, penalties,
14 or interest arising as a result of the Enhancement Award. Approval of this
15 Settlement shall not be conditioned on Court approval of the requested amount
16 of the Enhancement Award. If the Court reduces or does not approve the
17 requested Enhancement Award, Plaintiff shall not have the right to revoke the
18 Settlement, and it will remain binding.

- 19 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
20 Counsel will file a motion for Attorneys' Fees not to exceed one-third of the
21 Gross Settlement Amount currently estimated to be \$100,000.00 **and**
22 Attorneys' Expenses supported by declaration not to exceed Twenty
23 Thousand Dollars (\$20,000.00). Any awarded Attorneys' Fees and
24 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any
25 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
26 not awarded to Class Counsel shall be part of the Net Settlement Amount and
27 shall be distributed to Settlement Class Members as provided in this
28 Agreement. The Settlement Administrator shall allocate and pay the

Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than thirty (30) calendar days Defendant fully funds the Settlement. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Penalties. Ten Thousand Dollars (10,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Penalties"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties (\$7,500.00) to the California Labor and Workforce Development Agency no later than thirty (30) calendar days after Defendant has made enough Installment Payments to sufficiently fund the Settlement to pay the Individual Settlement Payments, PAGA Penalties, and Enhancement Award (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Penalties (\$2,500.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Penalties to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is estimated not to exceed \$5,500. The Settlement Administrator shall be paid the Administration Costs no later than thirty (30) calendar days after Defendant fully funds the Settlement.

1 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
2 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
3 twenty-eight (28) days following the expiration of the Response Deadline, which
4 motion shall request final approval of the Settlement and a determination of the
5 amounts payable for the Enhancement Award, the Attorneys' Fees and Attorneys'
6 Expenses, the PAGA Penalties, and the Administration Costs. Plaintiff will provide
7 Defendant with a draft of the Motion at least 3 business days prior to the filing of the
8 Motion to give Defendant an opportunity to propose changes or additions to the
9 Motion.

10 1. Declaration by Settlement Administrator. No later than seven (7) days after
11 the Response Deadline, the Settlement Administrator shall submit a
12 declaration in support of Plaintiff's motion for final approval of this
13 Settlement detailing the number of Notice Packets mailed and re-mailed to
14 Class Members, the number of undeliverable Notice Packets, the number of
15 timely requests for exclusion, the number of objections received, the amount
16 of the average Individual Settlement Payment and highest Individual
17 Settlement Payment, the Administration Costs, and any other information as
18 the Parties mutually agree or the Court orders the Settlement Administrator to
19 provide.

20 2. Final Approval Order and Judgment. Class Counsel shall present an Order
21 Granting Final Approval of Class Action Settlement to the Court for its
22 approval, and Judgment thereon, at the time Class Counsel files the Motion
23 for Final Approval.

24 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
25 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
26 Final Approval, including the Order Granting Final Approval of Class Action
27 Settlement, and Judgment before filing with the Court. The Parties and their counsel
28 will cooperate with each other and use their best efforts to effect the Court's approval

1 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
2 Judgment.

3 O. Notice to LWDA of Settlement. Class Counsel will comply with Cal. Lab. Code §
4 2699(l) and notify the LWDA of the Settlement, including but not limited to, all Court
5 orders and judgments related to the Settlement, within the required statutory and/or
6 Court-prescribed deadlines.

7 P. Cooperation. The Parties and their counsel will cooperate with each other and use
8 their best efforts to implement the Settlement.

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

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

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

19 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate
21 this Agreement and to take all appropriate Action required or permitted to be taken by
22 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
23 documents required to effectuate the terms of this Agreement. The persons signing
24 this Agreement on behalf of Defendant represents and warrants that he/she is
25 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
26 warrants that she is authorized to sign this Agreement and that she has not assigned
27 any claim, or part of a claim, covered by this Settlement to a third-party.

28 U. No Public Comment: The parties and their counsel agree not to issue any press

1 releases, initiate any contact with the press, respond to any press inquiry or make any
2 public communication about the fact, amount or terms of the settlement, except
3 however that this does not prohibit disclosures required by law and/or within Plaintiff
4 and Plaintiff's counsel and expert, Defendant and Defendant's counsel and expert, and
5 those within Defendant's organization or financial advisors/accountants with a need to
6 know in order to approve or execute the terms of this Settlement Agreement.

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

9 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
10 shall be governed by and interpreted according to the laws of the State of California.

11 X. Counterparts. This Agreement may be executed in one or more counterparts. All
12 executed counterparts and each of them shall be deemed to be one and the same
13 instrument provided that counsel for the Parties to this Agreement shall exchange
14 among themselves copies or originals of the signed counterparts.

15 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
16 is a fair, adequate and reasonable settlement of this Action and have arrived at this
17 Settlement after extensive arms-length negotiations, taking into account all relevant
18 factors, present and potential.

19 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
20 respect to the interpretation, implementation and enforcement of the terms of this
21 Agreement and all orders and judgments entered in connection therewith, and the
22 Parties and their counsel submit to the jurisdiction of the Court for purposes of
23 interpreting, implementing and enforcing the settlement and all orders and judgments
24 entered in connection with this Agreement.

25 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
26 the Court shall first attempt to construe the provisions valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this
28 Agreement valid and enforceable.

1 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
2 certification for purposes of this settlement only.

3 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
4 Released Claims have merit and give rise to liability on the part of Defendant.
5 Defendant claims that the Released Claims have no merit and do not give rise to
6 liability. This Agreement is a compromise of disputed claims. Nothing contained in
7 this Agreement and no documents referred to and no action taken to carry out this
8 Agreement may be construed or used as an admission by or against the Defendant or
9 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
10 than as may be specifically set forth herein, each Party shall be responsible for and
11 shall bear its/his own attorney's fees and costs.

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

13 DATED: 03/28/2024

Perla Rodriguez Gonzales
Perla Rodriguez Gonzales (Mar 28, 2024 13:54 PDT)

Perla Gonzales

15
16 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

17 DATED: _____

CM School Supply, Inc.

18
19
20 Printed Name

21
22 Title

23 IT IS SO AGREED AS TO FORM BY COUNSEL:

24 DATED: March 28, 2024

JCL LAW FIRM, A.P.C.

25
26 By: 
27 Attorneys for Plaintiff and the Settlement
28 Class Members

1 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
2 certification for purposes of this settlement only.

3 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
4 Released Claims have merit and give rise to liability on the part of Defendant.
5 Defendant claims that the Released Claims have no merit and do not give rise to
6 liability. This Agreement is a compromise of disputed claims. Nothing contained in
7 this Agreement and no documents referred to and no action taken to carry out this
8 Agreement may be construed or used as an admission by or against the Defendant or
9 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
10 than as may be specifically set forth herein, each Party shall be responsible for and
11 shall bear its/his own attorney's fees and costs.

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

13
14 DATED: _____

Perla Gonzales

15
16 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

17 DATED: 4-10-2024

CM School Supply, Inc.

18
19 JEFF KYLE
20 Printed Name

21 ATTORNEY
22 Title

23 IT IS SO AGREED AS TO FORM BY COUNSEL:

24
25 DATED: _____

JCL LAW FIRM, A.P.C.

26 By: _____
27 Attorneys for Plaintiff and the Settlement
28 Class Members

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DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Attorneys for Plaintiff and the Settlement
Class Members

DATED: April 10, 2024

Carlson & Jayakumar, LLP

By:  _____
Jehan N. Jayakumar, Esq.

Attorneys for Defendant

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DATED: March 28, 2024

ZAKAY LAW GROUP, APLC

By: 
Attorneys for Plaintiff and the Settlement
Class Members

DATED: _____

Carlson & Jayakumar, LLP

By: _____
Jehan N. Jayakumar, Esq.
Attorneys for Defendant

EXHIBIT A

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

*(Gonzales v CM School Supply, Inc., et al., San Bernardino County Superior Court Case No.
CIVSB2133207)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Perla Gonzales (“Plaintiff”) and Defendant CM School Supply, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the period between December 1, 2017, through January 23, 2024.

The “Class Period” is the period of time between December 1, 2017, through January 23, 2024.

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

2. What is this class action lawsuit about?

On December 1, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted claims that Defendant: (1) Violated California Business and Professions Code § 17200 *et seq.*; (2) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (3) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (7) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; (8) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]

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

On January 23, 2024, the Parties participated in an all-day mediation with Steven Mehta, Esq., an experienced mediator of wage and hour class actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,500 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$100,000) and a Class Counsel Litigation Expenses Payment of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf

of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$10,0000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the between September 24, 2020 through January 23, 2024.

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

Tax Matters. Twenty-five percent (25%) of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-five percent (75%) of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO

plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have << >> Workweeks worked during the Class Period (December 1, 2017 through January 23, 2024).

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

Defendant's records reflect that you have << >> pay periods worked during the PAGA Period (September 24, 2020 through January 23, 2024).

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

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

6. How can I get a payment?

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

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed after this hearing pursuant to the parties' settlement terms. If there are objections or appeals, resolving them can take time,

perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com.

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Settlement Administrator is APEX Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Gonzales v CM School Suppl., et al.*, currently pending in Superior Court of San Bernardino, Case No. CIVSB2133207. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Gonzales v CM School Supply, Inc., San Bernardino County Superior Court Case No. CIVSB2133207*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Ste. 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.

JCL Law Firm, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel.: (619) 599-8292

Fax: (619) 599-2891

E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.

Zakay Law Group, APLC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Tel: (619) 599-8292

Fax: (619) 599-8291

Email: shani@zakaylaw.com

Counsel for Defendant:

Jehan N. Jayakumar, Esq.

Carlson & Jayakumar, LLP

2424 S. E. Bristol, Suite 300

Tel.: 949-222-2008

Fax: 929-222-2012

E-Mail: jehan@cjattorneys.com

nima@cjattorneys.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Bernardino County Superior Court, Department S-26, located at 247 W 3rd Street, San Bernardino, CA 92415 before Judge Jessica Morgan. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at: 1-800-355-0700 or write to ***Gonzales v CM School Supply, Inc., currently pending in San Bernardino County Superior Court Case No. CIVSB2133207***, Settlement Administrator, c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT 2

EXHIBIT 3

**Quotation Request:**

Jackland Hom
Zakay Law
Jackland@zakaylaw.com
619-255-9047

Case Name:

Date:
RFP Number:

Gonzles v. CM School Supply

Friday, March 8, 2024
90470023

Prepared By:

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

Settlement Specifications

Estimated Class Size:	178
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services**Fee Calculation****Rate(s)****Quantity****Estimated Cost****Data Analytics and Standardization**

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

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	178	\$267.00
USPS First Class Postage	Per Piece	\$0.68	178	\$121.04
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.50	36	\$89.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0	\$0.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$44.32	1	\$44.32
Sub Total:				\$716.36

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$45.00	1	\$45.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$45.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	178	\$267.00
USPS First Class Postage	Per Piece	\$0.68	178	\$121.04
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	18	\$35.60
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,050.00	1	\$1,050.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$3,093.64

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

WILL NOT EXCEED:				\$5,500.00
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Thank you for your business!



Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 4

Zakay Law Group, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Fax: (858) 404-9203

1. Firm Practice Areas:

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

2. Attorney Shani O. Zakay Biography:

• PRACTICE AREAS

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

• BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

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

• PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

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

Partner, January 2012 – March 2018

• EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

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

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

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

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

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

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. Attorney Jackland K. Hom Biography:

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

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

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

- **EDUCATION**

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

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

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

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

4. **Attorney Julieann Wysocki (Alvarado) Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA

Trial Attorney, January 2021 – December 2021

- **EDUCATION**

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

Juris Doctor, *cum laude*, May 2020

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

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

Activities: President of External Affairs, Consumer Attorneys of USD

Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

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

Honors: Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

5. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

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

- **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

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

6. **Attorney Rachel Newman Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

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

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *April 2023*

UNIVERSITY OF OREGON, Eugene, OR

Bachelor of Arts: Political Science: 2020

7. **Lead Counsel – Class Action and/or Representative Cases:**

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

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

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

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

3. Moore v. Zirx Transportation

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

4. Pasallo v. GSG Protective Services

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

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

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

6. Tressler v. Spoonful Management

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

7. Murphy v. Rockler Retailer Group, Inc.

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

8. Bruemmer v. Tempur Retail Stores, LLC.

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

9. Christina Cummings v. G6 Hospitality, LLC

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

10. Nicolai Laguatan v. Prevent LSS

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

11. Heather McIntyre v. JRR Enterprises

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

12. Lori Phipps v. Soapy Joe's

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

13. Marcos Antonios v. Interface Rehab, LLC

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

14. Tiffany Rodriguez v. Circle K

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

15. Derik Scott et al. v. Ultimate Performance

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

16. Raymond Frazier v. Asa Carlton

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

17. Amber Price v. DMSD Restaurants

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

18. Jamaal Johnson v. Volt Management Corp

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

19. Mark Connor v. Ascendant Marketing

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

20. Niki Nunez v. Home Depot

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

21. Alma Salazar v. Frontier Toyota

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

22. Josefina Garces v. Kar Auction Services

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

23. Madison Weiss v. Niznik Behavior

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

24. Jimmy Mack v. ERM Enterprises

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

25. Josefina Garces v. DriverDo

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

26. Perseus Porras v. Tantalum Restaurant

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

27. Nicholas Leon v. Miller Event Management

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

28. Aaris Watts v. TRL Systems

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

29. Johnathan Roa v. Otay Mesa Sales

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

30. Jonathan Mitchell v. Mack Trucking

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

31. Richard Jer Vang v. Bridge Property Management

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

32. Madison Marrero v. Stat Med

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

33. Brian Reyes v. Stowasser Buick-GMC

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

34. Erik Foss v. Anderson Hospitality, Inc.

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

35. Griselda Duran v. EmployBridge

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

36. Luis Rendon v. Healthcare Investments, Inc.

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

37. Richard Melead v. TVI, Inc.

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

38. Thomas Haven v. California Vocations, Inc.

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

39. Estefania Renteria v. Love's Country

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

40. Rachel Latin v. OneMain General Services Corp.

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

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

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

42. Jie Xu v. HT Multinational

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

43. Yvette Molina v. Hawaiian Airlines

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

44. Reinald Pillsbury v. T & T Restaurants CA

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

45. Luis de Jesus v. Guardian Angel Home Care

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

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

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

47. Gabriel Mendez v. Bondz, Inc.

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

48. James Conley v. Siskiyou Forest Products

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

49. Alex Castellanos v. Southwest Patrol

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

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705

Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

52. Elias Kaser v. Aviation Consultants, Inc.

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

53. Christopher Chacon v. Panda Motors, Inc.

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

54. Willie Lang v. Pathways

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

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

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

56. Daniel Jacobs v. Rush Media Company

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

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero

Status	Settled
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58. Sukhraj Kaur v. ACES 2020, LLC

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

59. James Rachal v. ELG Metals, Inc.

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

60. Michael Ashlock v. Advantis Medical Staffing

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

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

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

62. Nicolas Neutall v. Urban Alchemy

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

63. Courteney Arneson v. Bahn Thai, Inc.

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

64. Traci Pollinger v. Hoehn Motors, Inc.

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

Status	Settled
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65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

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

66. Shasta Collins v. Hilton Management, LLC

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

67. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

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

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

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

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

71. David Ezell v. Diab Leasing, Inc.

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

Status	Settled
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72. Bria Ware v. Shake Shack Enterprise, LLC.

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

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

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

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

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

75. Jermell Jones v. Greenlawn Funeral Homes

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

76. Isaiah Davis v. RPM Juice, Inc.

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

77. Jose Garcia v. Ferma Greenbox

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

78. Brittney Jones v. ASD6

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

Status	Settled
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79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

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

82. Emily Tolosa v. Kensington Redwood City, LLC

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

83. Gabriel Guzman v. Vulcan Materials Company

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

84. Cristal Rodriguez v. EAH , Inc.

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

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

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

87. Claudia Nunez v. The Whole Child

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

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

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

89. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

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

91. James Aguilar v. T & K

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

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

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

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

94. Joe Moreno v. Rambo, LLC.

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

95. Norman Respass v. The Scion Group

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

96. Devin Terrell v. KaiserAir

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

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

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

98. Dante Henderson v. Bizon Group, Inc.

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

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

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

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

101. Ricardo Rodriguez v. Employbridge

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

102. Amanda Patterson v. RCSH Operations, Inc.

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

103. Tyra Toler v. Total Testing Solutions LLC

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

104. Juanita Allen v. Nissan of Stockton

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

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

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

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay
Status	Settled

120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate
Status	In Litigation

135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5
Status	Settled