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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

AARON GORMAN, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

DRUMMAC, INC., a Florida corporation;
MORAN ENVIRONMENTAL RECOVERY,
LLC, a Delaware limited liability company;
MORAN TOWING CORPORATION, a New
York corporation; and DOES 1 through 50,
Inclusive.

Defendants.

CASE NO. 34-2022-00313456

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: December 2, 2022
Hearing Time: 9:00am
Department: 28

Trial Date: Not Set
Action Filed: January 4, 2022

Reservation No. 2619356

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, lead counsel
3 of record for Plaintiff AARON GORMAN (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of the matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff for an order:
7 (1) preliminarily approving the proposed settlement of this putative class and Private Attorneys
8 General Act (“PAGA”) action with Defendants DRUMMAC, INC., MORAN
9 ENVIRONMENTAL RECOVERY, LLC, and MORAN TOWING CORPORATION
10 (“Defendants”); (2) approving the form and method for providing class-wide notice; (3) directing
11 that notice of the proposed settlement be given to the class; and (4) scheduling a final approval
12 hearing date to consider Plaintiff’s motion for final approval of the settlement and entry of the
13 Judgment, and Plaintiff’s motion for approval of attorneys’ fees and litigation expenses. Attached
14 hereto as Exhibit #1 is a copy of the fully executed Stipulation of Settlement of Class and PAGA
15 Action Claims and Release of Claims (“Agreement”) along with exhibits thereto. This Declaration
16 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
17 the same meaning as set forth in the Agreement.

18 **Fairness of Settlement**

19 3. As consideration for this Settlement, the total amount to be paid by Defendants is
20 Three Hundred Sixty Thousand Dollars (\$360,000) (the “Gross Settlement Amount”). The Gross
21 Settlement amount will settle all issues pending in this litigation between the Plaintiff and the Class,
22 on the one hand, and the Defendants, on the other hand, including: payment of all Individual
23 Settlement Payments to Settlement Class Members, the Class Representative Service Award, the
24 Class Counsel Award, the payment to the California Labor Workforce Development Agency and
25 Aggrieved Employees, and the expenses of the Settlement Administrator. The Gross Settlement
26 Amount does not include Defendants’ share of employer payroll taxes. The Settlement is all-in
27 with no reversion to Defendants and no need to submit a claim form.

1 4. The relief provided in the settlement will benefit all members of the Class. The
2 settlement does not grant preferential treatment to the Plaintiff or segments of the Class in any way.
3 Payments to the Class Members are all determined under a neutral methodology. All Class Members
4 will receive the same opportunity to participate in and receive payment through a neutral formula
5 that is based upon the weeks worked for that individual.

6 5. The Parties scheduled a private mediation to take place before Steven J. Rottman,
7 Esq., a respected and experienced mediator of wage and hour class and PAGA actions. In
8 preparation for the mediation, Defendants provided Class Counsel with necessary records and
9 information for the members of the Class. Defendants produced a sample consisting of pay records
10 and time records. Defendants also produced Defendants' relevant employment policies, including
11 compensation policies and timekeeping policies. Plaintiff analyzed the data with the help of an
12 expert (BCG), and prepared and submitted a mediation brief to Mediator Rottman. On July 12,
13 2022, the Parties participated in a full-day mediation before Mediator Rottman. At the conclusion
14 of the mediation, the Parties agreed to a mediator's proposal. The Parties documented the agreement
15 in the form of a Settlement Agreement, which was signed by the Parties and is now presented to
16 this Court for preliminary approval. Plaintiff and Class Counsel believe that this Settlement is fair,
17 reasonable, and adequate.

18 6. Defendants' total exposure for the alleged violations at the time this Settlement was
19 negotiated was calculated by BCG, Plaintiff's damage expert. Plaintiff used BCG to analyze the
20 data and determine the potential damages for the employees. For the Class, Plaintiff estimates that
21 Defendants were subject to maximum liability for damages in the amount of \$2,064,468.00
22 consisting of \$64,755.00 for unpaid wages, \$811,490.00 for rest periods, and \$811,490.00 for meal
23 periods. In addition, Plaintiff's expert calculated \$343,844.00 in waiting time penalties and
24 \$168,350.00 for wage statement penalties.¹ Finally, Plaintiff's expert calculated that Defendants

25
26 ¹ While Plaintiff alleged claims for statutory penalties, they recognize that this claim is subject to
27 various defenses asserted by Defendants. Plaintiff's claims pursuant to Labor Code Section 226 and
28 various PAGA penalties are also subject to a good faith defense as to whether any premium wages
for meal or rest periods or other wages were owed given Defendants' position that Plaintiff and the
Class were properly compensated. (*See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL
4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on

could be liable for PAGA penalties in an amount of \$703,200.00.² Consequently, the Settlement of \$360,000 represents approximately 21.3% of the maximum estimated *damages*, and 12.4% of the maximum combination of damages and penalties to the Class, assuming all of these amounts could be proved at trial. Given the amount of the Settlement as compared to the potential value of claims in this case, the Settlement is fair and reasonable. Clearly, the goal of this litigation – to provide compensation to Class Members for unpaid time and for allegedly missed meal and rest breaks – has been met.

Procedural History of the Litigation

7. On October 25, 2021, Plaintiff filed a Notice of Violations with the LWDA and served the same on Defendants. On January 4, 2022, Plaintiff filed the class action complaint in this Court, asserting claims for: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide required meal breaks; (5) failure to provide required rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to provide wages when due; (8) unpaid sick pay; and (9) violation of the Private Attorneys General Act.

8. Plaintiff seeks to represent a putative class of all non-exempt employees who are or previously were employed by Defendants and performed work in California during the period of January 4, 2018 to October 12, 2022 (the “Class Members”). The Complaint generally alleges the causes of action listed above. The Action seeks unpaid wages, statutory and PAGA penalties, attorneys’ fees, and litigation costs allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

claim for failure to provide accurate itemized wage statements “because a good faith dispute exists... [therefore, defendant] was not ‘knowing and intentional’ in failing to provide [Section 226] statements”).)

² Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by Defendants, including that Class Members may not be able to recover subsequent penalties until, at a minimum, Plaintiff provided PAGA notice. (*See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008) (“Until the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a “violation” subject to penalties.”).) In addition, Plaintiff recognizes that PAGA claims bear some risk. (*See Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018).) In *Carrington*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer’s good faith attempt at complying with the law. (*Id.* at 517.)

1 9. Prior to mediation, the Parties engaged in investigation and the exchange of
2 documents and information in connection with the Action. As part of this process, Defendants
3 provided a significant sample of time records and payroll records, as well as other documents and
4 information, to Class Counsel to review and analyze. On July 12, 2022, the Parties participated in
5 an all-day mediation presided over by Steven J. Rottman, Esq., a mediator of wage and hour class
6 actions. At the conclusion of the full-day mediation, the mediator made a mediator's proposal,
7 which was accepted by both Parties. The Parties documented the agreement in the form of a
8 Settlement Agreement, which was signed by the Parties and is now presented to this Court for
9 preliminary approval.

10 10. Accordingly, for purposes of this Settlement, the "Class" is defined as "**all non-**
11 **exempt employees who are or previously were employed by Defendants and performed work**
12 **in California during the Class Period**" (Agreement at ¶ I(G).) The Class Period is the period of
13 time from **January 4, 2018 to October 12, 2022**. (See Agreement at ¶ I(H).)

14 11. Although a settlement has been reached, Defendants deny any liability or
15 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
16 any purpose other than settlement, the Action is appropriate for class treatment. Defendants
17 contend, among other things, that they have correctly and fully compensated the Class Members,
18 provided compliant meal and rest periods to the Class Members, provided complete, accurate
19 itemized wage statements, and complied at all times with the California Labor Code and the
20 applicable Wage Orders. Further, Defendants contend that class certification would be inappropriate
21 for any reason other than for settlement. Plaintiff contends that Defendants violated California wage
22 and hour laws. Plaintiff further contends that the Action is appropriate for class certification on the
23 basis that the Plaintiff's claims meet the requisites for class certification. Without admitting that
24 class certification is proper, Defendants have stipulated that the above Class may be certified for
25 settlement purposes only. (Agreement at ¶ III(I).) The Parties agree that certification for settlement
26 purposes is not an admission that class certification would be proper or that Plaintiff would be an
27 adequate class representative if the class certification issues were litigated. Further, the Agreement
28 is not admissible in this or any other proceeding as evidence that the Class could be certified absent

1 a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
2 requisites for establishing class certification with respect to the Class, as defined above, are
3 satisfied.

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

14 **Settlement Terms and Plan of Allocation**

15 13. The Gross Settlement Amount to be paid by Defendants is Three Hundred Sixty
16 Thousand Dollars (\$360,000). (Agreement at ¶ I(P).) Under the Settlement, the Gross Settlement
17 Amount consists of the following elements: (1) the Individual Settlement Payments to Settlement
18 Class Members, (2) the Class Counsel Award (for fees and costs), (3) Settlement Administration
19 Costs, (4) the PAGA Settlement, (5) the Aggrieved Employee Payments, and (6) the Class
20 Representative Service Award to the Plaintiff. The Gross Settlement Amount does not include
21 Defendants' share of employer payroll taxes, which Defendants shall pay to the Administrator
22 separately. The Gross Settlement Amount shall be all-in with no reversion to Defendants. (See
23 Agreement at ¶ III(A)(1).)

24 14. After Final Approval and the Judgment becoming final (the "Effective Date," as
25 defined in the Agreement), Defendants will fund the Gross Settlement Amount in one lump sum
26 payment within fourteen (14) calendar days. No later than fifteen (15) days after Defendants fund
27 the Gross Settlement Amount, the Settlement Administrator will pay: the Settlement Class Members
28 their Individual Settlement Payments; Class Counsel their Class Counsel Award (consisting of fees

and costs); the LWDA its share of the PAGA Payment; the Aggrieved Employees their Individual PAGA Payments; and the Settlement Administrator its Settlement Administration Costs, all in the amounts approved by the Court. (Agreement at ¶ III(O).)

15. The Net Settlement Amount shall equal the net amount available for Individual Settlement Payments to Settlement Class Members from the Gross Settlement Amount after deducting the Court-approved amounts for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. The Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Settlement Class Member. The submission of a claim form is not required for the Settlement Class Member to be paid his or her Individual Settlement Payment. The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks worked by all Settlement Class Members during the Class Period and then multiplying that amount (the “Workweek Value”) by the total number of workweeks worked by each Settlement Class Member during the Class Period. (Agreement at ¶ III(O)(1).)

16. The entire Net Settlement Fund shall be distributed. (*See* Agreement at ¶ III(O)(1).)

17. Class Members will have 45 days after the mailing of the Class Notice to exclude themselves or submit written objections. (Agreement at ¶ III(N)(7-8).) Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ III(N)(7).) All Class Members who do not “opt out” will be deemed Settlement Class Members who will be bound by the Settlement and will be entitled to receive a settlement payment. Finally, the Class Notice will advise the Class Members of their right to object to the Settlement (Agreement at ¶ III(N)(8).)

18. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to obtain a correct address for the Settlement Class Member and re-mail the check to the Settlement Class Member at his or her correct address. If a Settlement Class Member’s Individual Settlement Payment check is not cashed within 180 days after the Settlement Administrator’s last mailing to the Settlement Class Member, the funds from such uncashed check will be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed

1 Property Law, California Civil Code § 1500 *et seq.*, in the names and corresponding amounts
2 associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled.
3 (Agreement at ¶ III(O)(8).)

4 19. The Parties have agreed to use ILYM Group as the Settlement Administrator for the
5 Settlement. (Agreement at ¶ III(II).) Payment of the expenses of the Settlement Administrator from
6 the Gross Settlement Fund shall be made for the expenses of effectuating and administering the
7 Settlement. The Settlement Administrator shall receive payment for services estimated at
8 \$9,000.00. (Agreement at ¶ III(O)(12).)

9 20. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
10 a sum not to exceed 1/3 of the Gross Settlement Amount as their Class Counsel Fees Payment.
11 (Agreement at ¶ III(O)(10).) Class Counsel will also be allowed to apply separately for an award
12 of litigation expenses incurred in the prosecution and settlement of the Action (currently not
13 exceeding \$25,000). (*Id.*) In support of this request, Class Counsel will provide evidentiary
14 support, including lodestar. Subject to Court approval, the Agreement provides for payment of
15 Class Representative Service Award of no more than \$10,000 for Plaintiff, or such lesser amount
16 as may be approved by the Court at final approval.³ (Agreement at ¶ III(O)(9).) Defendants do not
17 oppose a motion for approval of attorneys' fees, costs and a service award consistent with the
18 Agreement.

19 21. Subject to Court approval, \$20,000 will be allocated from the Gross Settlement
20 Amount for settlement of civil penalties under PAGA, Labor Code Section 2698 *et seq.* Pursuant
21 to the requirements of Labor Code §2699(i) the PAGA Payment shall be allocated \$15,000 (75%)
22 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties and
23 \$5,000 (25%) to the Net Settlement Amount for distribution as Individual PAGA Payments to
24 Aggrieved Employees. (Agreement at ¶ III(O)(11).)

25 **Risks of Continued Litigation and Standards for Approval**

26
27 ³ Plaintiff will address the reasonableness of this award when filing his final approval papers,
28 including the enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.*, (2015) 238
Cal. App. 4th 1251 and *Clark v. Am. Residential Servs. LLC*, (2009) 175 Cal. App. 4th 785.

1 22. Plaintiff and Class Counsel recognize the expense and time involved in continuing
2 to litigate and ultimately trying the Action against Defendants through possible appeals which could
3 take several years. Class Counsel have also taken into account the uncertain outcome and risk of
4 litigation, especially in complex actions such as the one here. Class Counsel are also mindful of,
5 and recognize, the inherent problems of proof under, and asserted defenses to, the claims asserted
6 in the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
7 Settlement set forth in the Agreement is in the best interest of the Class Members.

8 23. Here, a number of defenses asserted by Defendants presented serious threats to the
9 claims of the Plaintiff and the other Class Members. Defendants asserted that the employment
10 practices complied with all applicable Labor Laws.

11 24. Most importantly and relevant to this case, Defendants argued that the Supreme
12 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened, if not eliminated,
13 Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period claims.
14 The vast majority of the damages alleged to have been suffered by the Class Members are attributed
15 to missed meal and rest breaks. Before and during the mediation, Defendants aggressively argued
16 that Defendants' policies and culture afforded the Class Members an opportunity to take timely
17 meal and rest breaks, and that employees like the Plaintiff *chose* not to take compliant breaks.
18 Defendants argued, therefore, that under the *Brinker* decision it has no liability for the missed breaks
19 whatsoever. Defendants argued that they adopted and strictly enforced lawful policies, and afforded
20 Plaintiff and the Class Members compliant meal and rest breaks. If successful, this defense could
21 eliminate or substantially reduce any recovery to the Class. While Plaintiff believe that this defense,
22 and others, could be overcome, Defendants maintain these defenses have merit and therefore present
23 a serious risk to recovery for the Class.

24 25. There was also a significant risk that, if the Action was not settled, Plaintiff would
25 be unable to obtain class certification and thereby not recover on behalf of any employee other than
26 themselves. Defendants argued that the individual experience of each employee varied with respect
27 to the alleged claims. While other cases have approved class certification of wage and hour claims,
28 class certification in this action would have been hotly disputed and was by no means a foregone

1 conclusion. Finally, even if class certification was successful, as demonstrated by the California
2 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
3 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

4 26. This settlement is therefore certainly entitled to preliminary approval. Were this
5 case to go to trial, the class representatives and other Class Members would need to prove to the
6 satisfaction of the Court, among other things, that wages and other damages were owed on a class-
7 wide basis. This was and is a substantial risk.

8 27. Plaintiff will apply to the Court for a service payment in consideration for his service,
9 his broad release, and for the risks undertaken on behalf of the Class. (Agreement at ¶ III(O)(9).)
10 Plaintiff performed his duties admirably by working with Class Counsel. At this stage, the requested
11 Plaintiff's service payment is well within the accepted range of awards for purposes of preliminary
12 approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal.
13 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v. Experian*
14 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service
15 award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S.
16 Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
17 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
18 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
19 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. 2007)
20 (awarding \$25,000 service award in overtime class action and a pool of \$100,000.00 in
21 enhancements). As explained in *Glass v. UBS Financial Services, Inc.*, service awards are routinely
22 awarded to class representatives to compensate the employees for the time and effort expended on
23 the case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and
24 to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-
25 17.

26 28. The stage of the proceedings at which this Settlement was reached also militates in
27 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
28 conducted a thorough investigation into the facts of the class action. Class Counsel began

investigating the Class Members' claims before this action was filed. Prior to the mediation, Class Counsel performed significant review and analysis of Defendants' documents, time records and pay records. Class Counsel engaged in a thorough research and analysis of the relevant claims and data. Class Counsel are also experienced with the claims at issue here, as Class Counsel previously litigated and settled similar claims in numerous other actions. Accordingly, the Settlement did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and results that could be obtained through further litigation.

29. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and numerous potential appellate issues. There can be no doubt that Counsel for both Parties possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

Class Certification Issues

30. Plaintiff contends that the proposed settlement meets all the requirements for class certification under the California Code of Civil Procedure §382 as demonstrated below, and therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court should conditionally certify the Class for settlement purposes only, defined as follows:

all non-exempt employees who are or previously were employed by Defendants and performed work in California during the Class Period. (Agreement at ¶I(G).)

The Class Period is the period of time from **January 4, 2018 to October 12, 2022.** (Agreement at ¶I(H).) The Parties estimate that there are 160 Class Members who collectively worked approximately 11,501 workweeks.

- a. **Numerosity** – Here, the approximately 160 current and former non-exempt employees that comprise the Class can be identified based on Defendants' records and are sufficiently numerous for class certification.

- 1 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions
2 of law and fact are present, and specifically the common questions of whether
3 Defendants' employment practices were lawful, whether Defendants failed to
4 properly provide and/or pay for meal and rest periods, whether Defendants
5 provided incomplete wage statements, whether Defendants subjected Class
6 Members to unfair business practices, and whether the Class is entitled to
7 compensation and related penalties.
- 8 c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement
9 is fully satisfied. The Plaintiff, like every other member of the Class was
10 employed by Defendants and is a member of the Class. Plaintiff was subject to
11 the same employment practices concerning the meal and rest periods and
12 received similar wage statements. Thus, the claims of the Plaintiff and the Class
13 Members arise from the same course of conduct by the Defendants, involve the
14 same employment policies, and are based on the same legal theories.
- 15 d. **Adequacy** – Plaintiff contends that the Class Members are adequately
16 represented here because Plaintiff and representing counsel (a) do not have any
17 conflicts of interest with other class members, and (b) will prosecute the case
18 vigorously on behalf of the class (*See Hanlon* 150 F.3d at 1020). These
19 requirements are met here. First, Plaintiff is well aware of his duties as the
20 representative of the Class and has actively participated in the prosecution of this
21 case to date. He effectively communicated with counsel, provided documents to
22 counsel and participated in discovery, investigation and negotiations in the
23 Action. Second, Plaintiff retained competent counsel who are experienced in
24 employment class actions. Third, there is no antagonism between the interests
25 of the Plaintiff and those of the Class. Both the Plaintiff and the Class Members
26 seek monetary relief under the same set of facts and legal theories.

27 31. Class Counsel are experienced in prosecuting class action lawsuits and can
28 competently represent the Class. Attorneys from both Class Counsel's firms have extensive class

1 litigation experience, handling a number of class action and complex commercial cases and have
2 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
3 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
4 and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as
5 class counsel in over two hundred class action matters, including many wage and hour class actions.
6 Class Counsel has been found to be adequate counsel by the courts throughout California. A true
7 and correct copy of the resumes of the firms comprising Class Counsel are attached hereto as Exhibit
8 #2 and the concurrently filed Declaration of Jean-Claude Lapuyade. Class Counsel have been
9 approved as experienced class counsel in both state and federal courts in California in contested
10 class certification proceedings. Thus, the adequacy requirement is satisfied.

11 32. The Class Notice, drafted jointly and agreed upon by the Parties through their respective
12 counsel and to be approved by the Court, includes all relevant information. (See Exhibit A to the
13 Agreement). The Class Notice will include, among other information: (i) information regarding the
14 Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii) information
15 to the Class Members regarding how to opt out and how to object to the Settlement; (iv) the
16 estimated settlement payment for each of the Class Members; (v) the amount of attorneys' fees and
17 litigation expenses to be sought; (vi) the amount of the Plaintiffs' service award request; (vii) the
18 amount being paid to the LWDA; and (viii) the administration fees to be paid to the Settlement
19 Administrator. The Class Notice will state that the Class Members shall have forty-five (45) days
20 from the date that the Class Notice is mailed to them to request exclusion or to submit an objection.
21 (Agreement at Exhibit 1). The Class Members will be given an opportunity to object to the terms
22 of the Agreement and/or the request for attorneys' fees and costs and to participate at the final
23 approval hearing, in accordance with the instructions set forth in the Class Notice. (Agreement at
24 Exhibit 1). Class Members will be instructed to only contact the Settlement Administrator and
25 Class Counsel and not the Court. (Agreement at Exhibit 1). Class Members who do not opt out
26 will automatically receive a settlement payment. This notice program was designed to meaningfully
27 reach the Class Members and advises them of all pertinent information concerning the settlement.
28 The mailing and distribution of the Class Notice satisfies the requirements of due process, and is

1 the best notice practicable under the circumstances and constitutes due and sufficient notice to all
2 persons entitled thereto. The Class Notice provides information on the terms and provisions of the
3 settlement; the benefits that the settlement provides for Class Members; the date, time and place of
4 the final settlement approval hearing; and the procedure and deadline for submitting comments,
5 objections, and requests for exclusion. The Class Notice complies with Rules of Court 3.766 and
6 3.769(f).

7 **Additional Issues**

8 33. **Average Class Member Payment** – Should the Court approve the above
9 distributions, the Net Settlement Amount is estimated to be \$176,000, which means that the average
10 payment to a Class Members is approximately \$1,100.00.

11 34. **Right to Reject Settlement** – The Settlement provides that Defendants can void the
12 agreement if five percent (5%) or more of the Class Members opt out.

13 35. **National Change of Address** – The Settlement Administrator is required to perform
14 a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service
15 as non-deliverable, and re-mail the Class Notice Packet to the Class Member's new address under
16 paragraph III(N)(4) of the Class Action Settlement Agreement.

17 36. **Information Received** – In this case, Plaintiff received all of the information needed
18 to evaluate the claims being settled. The following is a summary of the relevant documents
19 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- 20 a. Sample data showing the employees, their employment dates, their time sheets,
21 hourly rates, and their wages.
- 22 b. Sample data showing time records including punch-in and punch-out times.
- 23 c. Sample data showing pay records.
- 24 d. Sample data concerning recorded meal periods.
- 25 e. Defendants' Employee Handbook for the relevant time period, which outlined
26 the wage and hour policies of Defendants.
- 27 f. Employee file of Plaintiff.
- 28 g. Samples of wage statements provided by Defendants to employees.

h. Sample payroll data.

i. Hiring and termination forms used by Defendants for employees.

37. **Valuation of Damages** – For the Class, Plaintiff estimates that Defendants were subject to maximum liability for damages in the amount of \$2,064,468.00 consisting of \$64,755.00 for unpaid wages, \$811,490.00 for rest periods, and \$811,490.00 for meal periods. In addition, Plaintiff’s expert calculated \$343,844.00 in waiting time penalties and \$168,350.00 for wage statement penalties.⁴ Finally, Plaintiff’s expert calculated that Defendants could be liable for PAGA penalties in an amount of \$703,200.00.⁵ Consequently, the Settlement of \$360,000 represents approximately 21.3% of the maximum estimated *damages*, and 12.4% of the maximum combination of damages and penalties to the Class, assuming all of these amounts could be proved at trial.

a. **Minimum and Overtime Wages** - The allegation of unpaid wages in this case, including minimum and overtime wages, is based on a theory that Defendants employed an unlawful rounding policy which resulting in a systematic underpayment of employees. According to the data received, the potential damages were estimated to be \$64,755.00.

⁴ While Plaintiff alleged claims for statutory penalties, they recognize that this claim is subject to various defenses asserted by Defendants. Plaintiff’s claims pursuant to Labor Code Section 226 and various PAGA penalties are also subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendants’ position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL 4384147, at *9 (C.D. Cal. Aug. 25, 2008) (granting defendant’s motion for summary judgment on claim for failure to provide accurate itemized wage statements “because a good faith dispute exists... [therefore, defendant] was not ‘knowing and intentional’ in failing to provide [Section 226] statements”).)

⁵ Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by Defendants, including that Class Members may not be able to recover subsequent penalties until, at a minimum, Plaintiff provided PAGA notice. (*See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008) (“Until the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a “violation” subject to penalties.”).) In addition, Plaintiff recognizes that PAGA claims bear some risk. (*See Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018).) In *Carrington*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer’s good faith attempt at complying with the law. (*Id.* at 517.)

1 **b. Meal and Rest Period Damages** – Meal and rest break premiums were
2 calculated as 1 hour of wages for each violation. Plaintiff calculated the
3 potential maximum value of the meal and rest break damages to be
4 \$1,622,980.00. The allegation of unpaid meal break and rest break premiums
5 in this case is based on a theory that Class Members were unable to take a
6 compliant break on a consistent basis. Defendants presented significant
7 defenses to this claim, as discussed in detail above.

8 **c. Waiting Time and Wage Statement Penalties** – The California Supreme
9 Court recently issued a decision in *Naranjo v. Spectrum Security Services,*
10 *Inc.* (2022) 13 Cal.5th 93, in which the Court concluded that meal premiums
11 are “wages,” thus entitling Plaintiff and Class Members to derivative waiting
12 time and wage statement penalties for Defendants’ meal and rest period
13 violations. Accordingly, Plaintiff’s expert calculated \$343,844.00 in waiting
14 time penalties and \$168,350.00 for wage statement penalties. Because the
15 instant case relies largely on meal break and rest break violations, the Section
16 203 and 226 penalties were far from guaranteed.

17 **d. PAGA Penalties** PAGA penalty calculations are highly variable. Class
18 Counsel is unaware of any PAGA judgment in which substantial PAGA
19 penalties were awarded at the full statutory rate, rather, the PAGA judgments
20 have typically decreased the amount of the per violation penalty to a fraction
21 of the statutory amount. Without reducing or mitigating the PAGA penalties,
22 Plaintiff calculated that the potential PAGA penalties at the maximum rate
23 of \$703,200.00. Though these PAGA penalty amounts were duplicative and
24 were likely not awardable at the maximum rate, there is an additional basis
25 for concluding that the settlement in this case is reasonable even with PAGA
26 penalties in this amount. Specifically, PAGA penalties are not seriously
27 valued by employers for purposes of settlement. This is true because PAGA
28 penalty claims are routinely settled at a small fraction of the potential

1 penalties. For example, Judge Nelson in Price v. Uber Technologies, (Los
2 Angeles Superior Court case no. BC554512), recently approved a PAGA
3 settlement of \$7.75 million for 1.5 million drivers where the maximum
4 PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for
5 0.005% of the PAGA liability. Notably, this was the largest PAGA
6 settlement in the 15-year history of PAGA. So while PAGA penalty figures
7 may be inflated to significant numbers, realistic settlements of PAGA claims
8 result in a settlement amount of less than 1% of the PAGA liability.

9 **e. Notice to LWDA.** On November 7, 2022 at the time this motion was
10 submitted for filing, I submitted a copy of the fully executed settlement
11 agreement to the LWDA through their online filing system, and received an
12 email confirming the submission of the proposed settlement. (See Exhibit
13 3.)

14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed this 7th day of November, 2022, at San Diego, California.

16
17 By: _____

18 Shani O. Zakay
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EXHIBIT 1

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Attorneys for Plaintiff AARON GORMAN

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

AARON GORMAN, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

DRUMMAC, INC., a Florida corporation;
MORAN ENVIRONMENTAL RECOVERY,
LLC, a Delaware limited liability company;
MORAN TOWING CORPORATION, a New
York corporation; and DOES 1 through 50,
Inclusive.

Defendants.

Case No.: 34-2022-00313456

[Action Filed 01/04/2022]

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

Judge: Hon. Lauri A. Damrell
Dept: 28

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff AARON GORMAN (hereinafter “Plaintiff”), an individual, on behalf of the Settlement Class, and in his representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendants DRUMMAC, INC., MORAN ENVIRONMENTAL RECOVERY, LLC, and MORAN TOWING CORPORATION (hereinafter collectively “Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit *Gorman v. Drummac, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313456, filed January 4, 2022.
- B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously were employed by Defendants and performed work in California during the PAGA Period.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class Action and Release of Claims.
- D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.
- E. “Class Counsel Award” means the award of fees and expenses 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, consisting of attorneys’ fees not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$120,000.00 out of \$360,000.00, *plus* costs of up to \$25,000.00 (“Class Counsel Costs”). Class Counsel will divide the Class Counsel Award equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- F. “Class Data” means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet or an equivalent and shall include: each Class Member’s full name; last known address; Social Security Number; and

1 date ranges that each Class Member worked for Defendants. To protect Class
2 Members' privacy rights, the Administrator must maintain the Class Data in
3 confidence, use the Class Data only for purposes of this Settlement and for no other
4 purpose, and restrict access of the Class Data to Administrator employees who need
5 access to the Class Data to effect and perform under this Agreement.

6 G. "Class Members" or the "Class" means all non-exempt employees who are or
7 previously were employed by Defendants and performed work in California during
8 the Class Period.

9 H. "Class Period" means the period between January 4, 2018 to October 12, 2022,

10 I. "Class Representative Service Award" means the amount that the Court authorizes to
11 be paid to the Class Representative, in addition to his Individual Settlement Payment
12 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
13 in assisting with the prosecution of the Action and in exchange for executing a
14 General Release of claims including a Civil Code section 1542 waiver from the named
15 Plaintiff.

16 J. "Class Representative" shall mean Plaintiff AARON GORMAN.

17 K. "Court" means the Superior Court for the State of California, County of Sacramento
18 currently presiding over the Action.

19 L. "Defendants" shall mean DRUMMAC, INC., MORAN ENVIRONMENTAL
20 RECOVERY, LLC, and MORAN TOWING CORPORATION.

21 M. "Effective Date" means the date by when both of the following have occurred: (a) the
22 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
23 (b) the Judgment is final. The Judgment is final as of the latest of the following
24 occurrences: (a) if no Settlement Class Member objects to the Settlement, the day the
25 Court enters Judgment; (b) If one or more Settlement Class Members objects to the
26 Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
27 or, if a timely appeal from the Judgment is filed, the day after the appellate court
28 affirms the Judgment and issues a remittitur. "Final Approval" means the Court's

order granting final approval of the Settlement.

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

O. “Funding Date” shall mean fourteen (14) calendar days after the Effective Date and is the date Defendants transfer the Gross Settlement Amount into the QSF in accord with the terms of this Agreement.

P. “Gross Settlement Amount” means Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00) that Defendants must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payment, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement and the Settlement Administration Costs and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

Q. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

R. “Judgment” means the judgment entered by the Court based on the Final Approval.

S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Service Award, the PAGA Settlement, and Settlement Administration Costs.

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

U. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698–2699.8.

V. “PAGA Pay Periods”, for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

- 1 W. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA
2 Period for each Aggrieved Employee divided by the total number of the PAGA Pay
3 Periods for all Aggrieved Employees.
- 4 X. "PAGA Period" means the period between October 25, 2020 to October 12, 2022.
- 5 Y. "PAGA Settlement" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000)
6 to be allocated from the Gross Settlement Amount of which Seventy-Five Percent
7 (75%) shall be paid to the LWDA ("LWDA Payment") and the remaining Twenty-
8 Five Percent (25%) paid to the Aggrieved Employees ("Aggrieved Employee
9 Payment").
- 10 Z. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
11 Plaintiff or Defendants, individually.
- 12 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
13 by the total Workweeks for all Class Members.
- 14 BB. "Plaintiff" shall mean AARON GORMAN.
- 15 CC. "QSF" means the Qualified Settlement Fund established, designated, and maintained
16 by the Settlement Administrator to fund the Gross Settlement Amount.
- 17 DD. "Released Class Claims" means all class claims, demands, rights, liabilities, and
18 causes of action alleged or reasonably could have been alleged based on the facts and
19 allegations alleged in the operative complaint, including any Notice of Violations filed
20 with the Labor Workforce Development Agency, based on the facts alleged, which
21 arose during the Class Period, including without limitation: (a) Failure to Pay
22 Overtime Wages; (b) Failure to Pay Minimum Wages; (c) Failure to Provide Required
23 Meal Periods; (d) Failure to Provide Required Rest Periods; (e) Failure to Provide
24 Accurate Itemized Statements; (f) Failure to Pay Wages When Due; (g) Unpaid Sick
25 Pay; (h) Unfair Competition in Violation of California Business & Professions Code
26 § 17200, et seq.; premised on the facts, claims, causes of action, or legal theories
27 described above. Plaintiff acknowledges that Class Members who did not work for
28 Defendant during the PAGA Period are not PAGA Class Members and do not possess

any PAGA Claims that require a release. Plaintiff further acknowledges that, to the extent a Class Member worked for Defendant during the PAGA Period, he/she shall release the Released PAGA Claims in accordance with Paragraph 15 below. Nevertheless, the Parties agree that any claim by a Class Member (regardless of whether such Class Member is also a PAGA Class Member) for penalties pursuant to PAGA, premised on the facts, claims, causes of action, or legal theories described above, shall be barred and precluded by reason of this release and the PAGA release in paragraph EE below.

EE. “Released PAGA Claims” means all PAGA claims alleged or reasonably could have been alleged, whether individual or representative, based on the facts and allegations alleged in the operative complaint in the Action, including any Notice of Violations filed with the Labor Workforce Development Agency, which arose during the PAGA Period. at the time the Court enters an order preliminarily approving this Settlement and Plaintiff’s PAGA notice to the LWDA.

FF. “Released Parties” shall mean Defendants, and their past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

GG. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date that Class Members may submit requests for exclusion or objections to the Settlement.

HH. “Settlement” means the disposition of the Action pursuant to this Agreement and the Judgment.

II. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving

the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. ***The Settlement Administrator shall pay any accrued interest, for which Defendants are not responsible, and distribute such interest to the Settlement Class Members as part of their respective Individual Settlement Payment.***

JJ. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion by the Response Deadline as provided in this Agreement.

KK. “Workweeks” means the total weeks that Class Members worked for Defendants during at least one day, in California, during the Class Period.

II. RECITALS

A. On October 25, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

B. On January 4, 2022, Plaintiff filed the class action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq.*;
3. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;
4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
6. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;
7. Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203;

- 1 8. Unpaid Sick Pay in Violation of Cal. Labor Code §246; and
2 9. Violation of the Private Attorneys General Act [Labor Code sections 2698 et
3 seq.].

4 C. The Class Representative believes he has meritorious claims based on alleged
5 violations of the California Labor Code, and the Industrial Wage Commission
6 Orders, and that class certification is appropriate because the prerequisites for class
7 certification can be satisfied in the Action, and this action is manageable as a PAGA
8 representative action.

9 D. Defendants deny any liability or wrongdoing of any kind associated with the claims
10 alleged in the Action, dispute any wages, damages, and penalties claimed by the
11 Class Representative are owed, and further contend that, for any purpose other than
12 settlement, the Action is inappropriate for class or representative action treatment.
13 Defendants contend, among other things, that at all times they complied with the
14 California Labor Code and the Industrial Wage Commission Orders.

15 E. The Class Representative is represented by Class Counsel. Class Counsel
16 investigated the facts relevant to the Action, including conducting an independent
17 investigation as to the allegations, reviewing documents and information exchanged
18 through informal discovery, and reviewing documents and information provided by
19 Defendants pursuant to informal requests for information to prepare for mediation.
20 Based on their own independent investigation and evaluation, Class Counsel are of
21 the opinion that the Settlement with Defendants is fair, reasonable, and adequate,
22 and is in the best interest of the Settlement Class in light of all known facts and
23 circumstances, including the risks of significant delay, defenses asserted by
24 Defendants, uncertainties regarding class certification, and numerous potential
25 appellate issues. Although they deny any liability, Defendants are agreeing to this
26 Settlement solely to avoid the inconveniences and cost of further litigation. The
27 Parties and their counsel have agreed to settle the claims on the terms set forth in
28 this Agreement.

1 F. On July 12, 2022, the Parties participated in mediation presided over by Steven J.
2 Rottman Esq., an experienced mediator of wage and hour class and PAGA actions.
3 The mediation concluded with a settlement after both sides agreed to a mediator's
4 proposal, which the Parties memorialized in the form of a Memorandum of
5 Understanding ("MOU").

6 G. This Agreement replaces and supersedes the MOU and any other agreements,
7 understandings, or representations between the Parties with respect to the topics
8 covered herein. This Agreement represents a compromise and settlement of highly
9 disputed claims. Nothing in this Agreement is intended or will be construed as an
10 admission by Defendants that the claims in the Action or Notice of Violations of
11 Plaintiff or the Class Members or the Aggrieved Employees have merit or that
12 Defendants have liability to Plaintiff or the Class Members or the Aggrieved
13 Employees on those claims or any other claims, or as an admission by Plaintiff that
14 Defendants' defenses in the Action have merit.

15 H. The Parties believe that the Settlement is fair, reasonable, and adequate. The
16 Settlement was arrived at through arm's-length negotiations, considering all relevant
17 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
18 continuing the Action through trial and any appeal. Accordingly, the Parties desire
19 to fully, finally, and forever settle, compromise, and discharge all disputes and
20 claims arising from or relating to the Action or Notice of Violations.

21 I. The Parties agree to certification of the Class for purposes of this Settlement only.
22 If, for any reason, the settlement does not become effective, then Defendants reserve
23 the right to contest certification of any class for any reason and reserves all available
24 defenses to the claims in the Action or Notice of Violations.

25 ///

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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 Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants and the Released Parties will pay the sum of the Individual Settlement Payment, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided for in Section III(A)(2) below, if any, Defendants shall not be required to pay more than the Gross Settlement Amount, except as provided for hereinbelow.
2. Class Size. At the time of mediation, Defendants estimated that the Settlement Class was comprised of 160 individuals who collectively worked approximately 11,501 Workweeks ("Projected Workweeks") during the Class Period. In regard hereto, Defendant will provide a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the applicable Class Period. If the workweek number increases by more than 10% of the estimate stated herein, the Settlement Amount will increase proportionally for the number of workweeks over 110% of 11,501 (12,652).
3. Settlement Payment. Defendants shall pay the Gross Settlement Amount to the Settlement Administrator by the Funding Date.

1 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
2 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
3 together with the Gross Settlement Amount.

4 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
5 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
6 release the Released Parties from the Released Class Claims for the Class Period.
7 Plaintiff acknowledges that Settlement Class Members who did not work for
8 Defendant during the PAGA Period are not Aggrieved Employees and do not possess
9 any PAGA Claims that require a release and do not possess standing to pursue
10 individual or representative PAGA claims. Plaintiff further acknowledges that, to the
11 extent a Settlement Class Member worked for Defendant during the PAGA Period,
12 such Settlement Class Member also releases the Released PAGA Claims in accordance
13 with Paragraph C below. Nevertheless, the Parties agree that any claim by a Settlement
14 Class Member (regardless of whether such Settlement Class Member is also an
15 Aggrieved Employee) for penalties pursuant to PAGA, premised on the facts, claims,
16 causes of action, or legal theories described above, shall be barred and precluded by
17 reason of this release and the PAGA Release in paragraph C below.

18 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
19 consideration set forth in this Agreement, the Plaintiff, the Aggrieved Employees, and
20 the LWDA and the State of California release the Released Parties from the PAGA
21 Released Claims for the PAGA Period.

22 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
23 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
24 Released Parties from any and all claims, whether known or unknown, which exist or
25 may exist on his behalf as of the date of this Agreement, including but not limited to
26 any and all tort claims, contract claims, wage claims, wrongful termination claims,
27 disability claims, benefit claims, public policy claims, retaliation claims, statutory
28 claims, personal injury claims, emotional distress claims, invasion of privacy claims,

1 defamation claims, fraud claims, quantum meruit claims, and any and all claims
2 arising under any federal, state or other governmental statute, law, regulation or
3 ordinance, the California and United States Constitutions, including, but not limited
4 to claims for violation of the Fair Labor Standards Act, Section 503 of the
5 Rehabilitation Act of 1973, the California Labor Code, the Wage Orders of
6 California's Industrial Welfare Commission, other state wage-and-hour laws, the
7 Americans with Disabilities Act, the Age Discrimination in Employment Act
8 (ADEA), the Immigration Reform and Control Act, the Employee Retirement
9 Income Security Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C., § 1981,
10 the Worker Adjustment and Retraining Notification Act, the Families First
11 Coronavirus Response Act or state and local equivalents, the California Fair
12 Employment and Housing Act, the California Family Rights Act, the Family Medical
13 Leave Act, the California Pregnancy Discrimination Act, the California Occupational
14 Safety and Health Act or the Federal equivalent, California's Whistleblower
15 Protection Act, California Business & Professions Code, including but not limited to
16 section 17200, et seq., the National Labor Relations Act, and any and all claims
17 arising under any federal, state or other governmental statute, law, regulation or
18 ordinance. Plaintiff also waives and relinquishes any claims, rights, or benefits that
19 he may have under California Civil Code section 1542, which provides as follows:

20
21 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
22 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
23 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
24 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
25 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
26 ***DEBTOR OR RELEASED PARTY.***

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

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

- 23 1. The Court enters an order granting preliminary approval of the Settlement;
- 24 2. The Court enters an order granting final approval of the Settlement and a Final
25 Judgment;
- 26 3. If an objector appears at the final approval hearing, the time for appeal of the
27 Final Judgment and Order Granting Final Approval of Class Action
28 Settlement expires; or, if an appeal is timely filed, there is a final resolution of

any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendants fully fund the Gross Settlement Amount.

F. Nullification of Settlement Agreement by Plaintiff. If Defendant fails to fully fund the Gross Settlement Amount, Plaintiff may unilaterally withdraw from and terminate the Settlement Agreement. In the event of Plaintiff's withdrawal:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

G. Nullification of Settlement Agreement by Defendant. If more than five percent (5%) of the Class Members opt-out of the Settlement, or if this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Claims, Defendants, in their sole discretion, may unilaterally withdraw from and terminate the Settlement Agreement. In the event of Defendants' withdrawal:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.
4. Defendants shall have sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred up to the date of nullification.

H. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification

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

I. 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

1 Defendants from obtaining a complete resolution of the Released Claims, the
2 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
3 no force or effect, and shall not be admissible in any judicial, administrative, or arbitral
4 proceeding for any purpose or with respect to any issue, substantive or procedural.

5 J. Tax Liability. The Parties make no representations as to the tax treatment or legal
6 effect of the payments called for, and Class Members or Aggrieved Employees are not
7 relying on any statement or representation by the Parties in this regard. Class Members
8 or Aggrieved Employees understand and agree that they are responsible for the
9 payment of any taxes and penalties assessed on the Individual Settlement Payments or
10 Aggrieved Employees' individual shares of the PAGA Settlement described and are
11 solely responsible for any penalties or other obligations resulting from their personal
12 tax reporting of Individual Settlement Payments or Aggrieved Employees Payments
13 of the PAGA Settlement.

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

1 strategies (regardless of whether such limitation is legally binding) upon disclosure by
2 the acknowledging party of the tax treatment or tax structure of any transaction,
3 including any transaction contemplated by this Agreement.

4 L. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
5 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
6 which shall include this Settlement Agreement. Plaintiff will provide Defendants with
7 a draft of the Motion at least 3 business days prior to the filing of the Motion to give
8 Defendants an opportunity to propose changes or additions to the Motion.

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

26 N. Notice Procedure.

27 1. Class Data. No later than ten (10) business days after the Preliminary
28 Approval Date, Defendants shall provide the Settlement Administrator with

1 the Class Data for purposes of preparing and mailing Notice Packets to the
2 Class Members.

3 2. Notice Packets.

4 a) The Notice Packet shall contain the Notice of Class Action Settlement
5 in a form substantially similar to the form attached as Exhibit A. The
6 Notice of Class Action Settlement shall inform Class Members and
7 Aggrieved Employees that they need not do anything to receive an
8 Individual Settlement Payment or Aggrieved Employees Payments of
9 the PAGA Settlement and to keep the Settlement Administrator
10 apprised of their current mailing address, to which the Individual
11 Settlement Payments or Aggrieved Employees' individual shares of
12 the PAGA Settlement will be mailed following the Funding Date. The
13 Notice of Class Action Settlement shall set forth the release to be given
14 by all members of the Class who do not request to be excluded from
15 the Settlement Class or Aggrieved Employees in exchange for an
16 Individual Settlement Payment and/or Aggrieved Employees
17 Payments of the PAGA Settlement, the number of Workweeks worked
18 by each Class Member during the Class Period and PAGA Period, if
19 any, and the estimated amount of their Individual Settlement Payment
20 if they do not request to be excluded from the Settlement and each
21 Aggrieved Employee's share of the PAGA Settlement, if any. The
22 Settlement Administrator shall use the Class Data to determine Class
23 Members' Workweeks and PAGA Pay Periods. The Notice will also
24 advise the Aggrieved Employees that they will release the Released
25 PAGA Claims and will receive their share of the PAGA Settlement
26 regardless of whether they request exclusion from the Settlement.

27 b) The Notice Packet's mailing envelope shall include the following
28 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE

1 ENTITLED TO PARTICIPATE IN A CLASS ACTION
2 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
3 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
4 NOTICE.”

5 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
6 Settlement Administrator will perform a search based on the National Change
7 of Address Database to update and correct any known or identifiable address
8 changes. No later than fourteen (14) calendar days after receiving the Class
9 Data from Defendants, the Settlement Administrator shall mail copies of the
10 Notice Packet to all Class Members via regular First-Class U.S. Mail. The
11 Settlement Administrator shall exercise its best judgment to determine the
12 current mailing address for each Class Member. The address identified by the
13 Settlement Administrator as the current mailing address shall be presumed to
14 be the best mailing address for each Class Member.

15 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
16 Administrator as non-delivered on or before the Response Deadline shall be
17 re-mailed to any forwarding address provided. If no forwarding address is
18 provided, the Settlement Administrator shall promptly attempt to determine a
19 correct address by lawful use of skip-tracing, or other search using the name,
20 address or Social Security number of the Class Member involved, and shall
21 then perform a re-mailing, if another mailing address is identified by the
22 Settlement Administrator. In addition, if any Notice Packets, which are
23 addressed to Class Members who are currently employed by Defendants, are
24 returned to the Settlement Administrator as non-delivered and no forwarding
25 address is provided, the Settlement Administrator shall notify Defendants.
26 Defendants will request that the currently employed Class Member provide a
27 corrected address, and transmit to the Administrator any corrected address
28 provided by the Class Member. Class Members who received a re-mailed

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

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

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

19 7. Exclusions. The Notice Packet shall contain the Notice of Class Action
20 Settlement in a form substantially similar to the form attached as **Exhibit A.**
21 The Notice of Class Action Settlement shall inform Class Members and
22 Aggrieved Employees that they need not do anything to receive an Individual
23 Settlement Payment or Aggrieved Employees Payments of the PAGA
24 Settlement and to keep the Settlement Administrator apprised of their current
25 mailing address, to which the Settlement Administrator will mail Individual
26 Settlement Payments or Aggrieved Employees Payments of the PAGA
27 Settlement following the Funding Date. The Notice of Class Action
28 Settlement shall set forth the release to be given by all members of the Class

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

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

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

5 O. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
6 pay the Gross Settlement Amount on or before the Funding Date, plus any employer's
7 share of payroll taxes, if any, as mandated by law within the time specified herein.

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

1 Aggrieved Employee Payment to calculate each Aggrieved Employee's
2 estimated share of the PAGA Settlement.

3 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
4 Settlement Payments shall be allocated as follows: 20% as wages ("Wage
5 Portion"); 80% as penalties and interest ("Non-Wage Portion"). The Wage
6 Portion is subject to wage withholdings and shall be reported on IRS Form W-
7 2. The Non-Wage Portion shall not be subject to wage withholdings and shall
8 be reported on IRS Form 1099.

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

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

23 6. All monies received by Settlement Class Members under the Settlement that are
24 attributable to wages shall constitute income to such Settlement Class Members
25 solely in the year in which such monies are received by the Settlement Class
26 Members. It is the intent of the Parties that Individual Settlement Payments and
27 Aggrieved Employee Payments provided for in this Settlement agreement are
28 the sole payments to be made by Defendants to Settlement Class Members or

1 Aggrieved Employees in connection with this Settlement Agreement, with the
2 exception of Plaintiff, and that the Settlement Class Members or Aggrieved
3 Employees are not entitled to any new or additional compensation or benefits as
4 a result of having received the Individual Settlement Payments or their shares of
5 the PAGA Settlement.

6 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
7 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
8 or Aggrieved Employees last known mailing address no later than fifteen (15)
9 calendar days after the Funding Date.

10 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
11 Employees shall remain valid and negotiable for one hundred and eighty (180)
12 days from the date of their issuance. If a Settlement Class Member or
13 Aggrieved Employee does not cash his or her settlement check within 90 days,
14 then the Settlement Administrator will send a letter to such persons, advising
15 that the check will expire after the 180th day, and invite that Settlement Class
16 Member or Aggrieved Employee to request reissuance if that the check was
17 destroyed, lost, or misplaced. If an Individual Settlement Payment or
18 Aggrieved Employee's individual share of the PAGA Settlement check is not
19 cashed within one hundred and eighty (180) days, all funds represented by
20 such uncashed checks, plus any interest accrued thereon, shall be transmitted
21 to the Controller of the State of California to be held pursuant to the
22 Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the names
23 and corresponding amounts associated with each Class Member and/or
24 Aggrieved Employee whose check(s) are cancelled.

25 9. Class Representative Service Award. In addition to Plaintiff's Individual
26 Settlement Payment and Aggrieved Employee Payment, Plaintiff will apply
27 to the Court for an award of not more than \$10,000.00, as the Class
28 Representative Service Award. Defendants do not presently intend to oppose

1 a Class Representative Service Award of up to \$10,000.00 for Plaintiff. The
2 Settlement Administrator shall pay the Class Representative Service Award,
3 either in the amount stated herein if approved by the Court or some other
4 amount as approved by the Court, to Plaintiff from the Gross Settlement
5 Amount no later than fifteen (15) calendar days after the Funding Date. Any
6 portion of the requested Class Representative Service Award that is not
7 awarded to the Class Representative shall be part of the Net Settlement
8 Amount and shall be distributed to Settlement Class Members as provided in
9 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
10 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff
11 shall be solely and legally responsible to pay all applicable taxes on his Class
12 Representative Service Award and shall hold harmless the Released Parties
13 from any claim or liability for taxes, penalties, or interest arising from the
14 Class Representative Service Award. The Class Representative Service
15 Award is in addition to Plaintiff's Individual Settlement Payment as a
16 Settlement Class Member. Approval of this Settlement shall not be
17 conditioned on Court approval of the requested amount of the Class
18 Representative Service Award. If the Court reduces or does not approve the
19 requested Class Representative Service Award, Plaintiff shall not have the
20 right to revoke the Settlement, and it will remain binding.

- 21 10. Class Counsel Award. Class Counsel will file a motion for attorneys' fees not
22 to exceed one-third of the Gross Settlement Amount currently estimated to be
23 \$120,000.00 plus costs and expenses supported by declaration not to exceed
24 Twenty-Five Thousand Dollars and Zero Cents (\$25,000), from the Gross
25 Settlement Amount. Any portion of the requested Class Counsel Award that
26 is not awarded to Class Counsel shall be part of the Net Settlement Amount
27 and shall be distributed to Settlement Class Members as provided in this
28 Agreement. The Settlement Administrator shall allocate and pay the Class

1 Counsel Award to Class Counsel from the Gross Settlement Amount no later
2 than fifteen (15) calendar days after the Funding Date. Class Counsel is solely
3 and legally responsible to pay all applicable taxes on the payment made
4 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
5 Form 1099 — MISC to Class Counsel for the payments made pursuant to this
6 paragraph. If the Court reduces or does not approve the requested Class
7 Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke
8 the Settlement, or to appeal such order, and the Settlement will remain
9 binding.

10 11. PAGA Settlement. Twenty Thousand Dollars and Zero Cents (\$20,000.00)
11 shall be allocated from the Gross Settlement Amount for settlement of claims
12 for civil penalties under the Private Attorneys General Act of 2004 (“PAGA
13 Settlement”). The Settlement Administrator shall pay seventy-five percent
14 (75%) of the PAGA Settlement (\$15,000.00) to the California Labor and
15 Workforce Development Agency no later than fifteen (15) calendar days after
16 the Funding Date (hereinafter “LWDA Payment”). Twenty-five percent
17 (25%) of the PAGA Settlement (\$5,000.00) will be distributed to the
18 Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved
19 Employee Payment”). For purposes of distributing the PAGA Settlement to
20 the Aggrieved Employees, each Aggrieved Employee shall receive a pro-rata
21 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
22 as defined above. The Settlement Administrator shall allocate and pay the
23 PAGA Settlement from the Gross Settlement Amount no later than fifteen (15)
24 calendar days after the Funding Date.

25 12. Settlement Administration Costs. The Settlement Administrator shall be paid
26 for the costs of administration of the Settlement from the Gross Settlement
27 Amount. The estimate of the Settlement Administration Costs is \$9,000.00.
28

The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

P. Defendants' Option to Revoke Settlement. Defendants have the right to revoke the Settlement and Defendants shall have the option to void this Settlement if, after the Responsive Deadline, the number of Settlement Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least five percent (5%) of all Settlement Class Members. If Defendants exercise the option to terminate this Settlement, Defendants shall: (a) provide written notice to Class Counsel within either five (5) calendar days after (i) providing the Class Data to the Settlement Administrator or (ii) the Settlement Administrator provides information regarding opt outs (which should occur within fourteen (14) calendar days after the Response Deadline, and (b) pay all Settlement Administration Costs incurred up to the date or as result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

Q. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will provide Defendants with a draft of the Motion at least 7 calendar days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion. Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this

1 Settlement detailing the number of Notice Packets mailed and re-mailed to
2 Class Members, the number of undeliverable Notice Packets, the number of
3 timely requests for exclusion, the number of objections received, the amount
4 of the average Individual Settlement Payment and highest Individual
5 Settlement Payment, the Settlement Administration Costs, and any other
6 information as the Parties mutually agree or the Court orders the Settlement
7 Administrator to provide.

8 2. Final Approval Order and Judgment. Class Counsel shall present an Order
9 Granting Final Approval of Class Action Settlement to the Court for its
10 approval, and Judgment thereon, at the time Class Counsel files the Motion
11 for Final Approval.

12 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
13 Counsel for Defendants a copy of the Motions for Preliminary and Final Approval,
14 including the Order Granting Final Approval of Class Action Settlement, and
15 Judgment at least seven court (7) days before filing such papers with the Court. The
16 Parties and their counsel will cooperate with each other and use their best efforts to
17 affect the Court's approval of the Motions for Preliminary and Final Approval of the
18 Settlement, and entry of Judgment.

19 O. Cooperation. If the Court does not grant Final Approval or conditions Final Approval
20 on any material change to the Settlement (including, but not limited to, the scope of
21 release granted by Class Members or Aggrieved Employees), the Parties will
22 expeditiously work together in good faith to address the Court's concerns by revising
23 the Agreement as necessary to obtain Final Approval. The Court's decision to award
24 less than the amounts requested for the Class Representative Service Award, Class
25 Counsel Award, Class Counsel Costs, or Settlement Administration Costs shall not
26 constitute a material modification to the Agreement within the meaning of this
27 paragraph. The Parties and their counsel will cooperate with each other and use their
28 best efforts to implement the Settlement.

- 1 P. Use and Return of Class Data. Information provided to Class Counsel pursuant to
2 California Evidence Code section 1152, and all copies and summaries of the Class
3 Data that Defendants provided to Class Counsel in connection with the mediation, or
4 other settlement negotiations, or in connection with the Settlement, is for use only with
5 respect to this Settlement, and no other purpose, and may not be used in any way that
6 violates any existing contractual agreement, statute, or rule of court. Not later than 90
7 days after the date when the Court discharges the Administrator's obligation to provide
8 a Declaration confirming the final pay of the Settlement funds, Plaintiff shall destroy
9 all paper and electronic versions of Class Data received from Defendants unless, prior
10 to the Court's discharge of the Administrator's obligations, Defendant makes a written
11 request to Class Counsel for the return, rather than the destruction of, Class Data.
- 12 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
13 except such proceedings necessary to implement and complete the Settlement, pending
14 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 15 R. Amendment or Modification. This Agreement may be amended or modified only by
16 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 17 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
18 Agreement among these Parties with respect to the topics covered herein, and no oral
19 or written representations, warranties or inducements have been made to any Party
20 concerning this Agreement or its Exhibit other than the representations, warranties and
21 covenants contained and memorialized in this Agreement and its Exhibit.
- 22 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate
24 this Agreement and to take all appropriate Action required or permitted to be taken by
25 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
26 documents required to effectuate the terms of this Agreement. The persons signing
27 this Agreement on behalf of Defendants represents and warrants authorization to sign
28 this Agreement on behalf of Defendants. Plaintiff represents and warrants that he is

1 authorized to sign this Agreement and that he has not directly or indirectly assigned,
2 transferred, encumbered, or purported to assign, transfer, or encumber to any person
3 or entity and any portion of any liability, claim, demand, action, cause of action, or
4 right released and discharged by Plaintiff in this Settlement.

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

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

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

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

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

27 Z. Jurisdiction of the Court. The Parties agree that after entry of Judgment, the Court will
28 retain jurisdiction over the Parties, Action, and the Settlement solely for the purposes

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

AA. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Award and Class Counsel Costs in this Settlement, the Parties, their respective counsel, and all Settlement Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal to the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for a new trial, extraordinary writs, and appeals. If an objector appeals the Judgment, then the Parties' obligations to perform under this Agreement are suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

CC. Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, then the Parties will work together in good faith to jointly submit a proposed amended judgment.

DD. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

EE. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any judicial, arbitral, or administrative forum, except for the already asserted individual claim/complaint by Plaintiff against Defendants, and any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

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

GG. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, the Parties are responsible for their own respective attorneys' fees and costs.

HH. Notice. All notices, demands, or other communication between the Parties connected with this Agreement are deemed given as of the third business day after mailing by United States mail, or the day sent by e-mail or messenger, addressed as follows:
To Plaintiff:

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC

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

To Defendants:

FISHER PHILIPS

Andrew J. Hoag
Marianna Bertikian
444 South Flower Street
Suite 1500
Los Angeles, CA 90071
ahoag@fisherphillips.com
mbertikian@fisherphillips.com

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

DATED: Oct 24, 2022

Aaron Gorman
Aaron Gorman (Oct 24, 2022 16:03 PDT)
AARON GORMAN

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

DATED: _____

DRUMMAC, INC.

Printed Name

Title

DATED: _____

MORAN ENVIRONMENTAL RECOVERY, LLC

Printed Name

Title

DATED: _____

MORAN TOWING CORPORATION

Printed Name

Title

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:
2

3 DATED: _____
4

AARON GORMAN

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:
6

7 DATED: _____
8

Nathan McLellan

DRUMMAC, INC.

Nathan McLellan

Printed Name

11 Corp. Secretary
12

Title

13 DATED: _____
14

Nathan McLellan

MORAN ENVIRONMENTAL RECOVERY, LLC

Nathan McLellan

Printed Name

Corp. Secretary

Title

18 DATED: _____
19

MORAN TOWING CORPORATION

Printed Name

Title

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

DATED: _____

AARON GORMAN

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

DATED: _____

DRUMMAC, INC.

Printed Name

Title

DATED: _____

MORAN ENVIRONMENTAL RECOVERY, LLC

Printed Name

Title

DATED: 10/28/2022

MORAN TOWING CORPORATION

Alan Marchisotto

Printed Name

General Counsel

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: October 25, 2022

JCL LAW FIRM, A.P.C.

4 By: 
5

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: October 25, 2022

ZAKAY LAW GROUP, APLC

9 By: 
10

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: _____
14

FISHER & PHILLIPS, LLP

15 By: _____
16

Andrew J. Hoag, Esq.

17 Marianna Bertikian, Esq.

18 Attorneys for Defendants
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1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: _____

5 Attorneys for Plaintiff and the Settlement Class
6 Members

7
8 DATED: _____

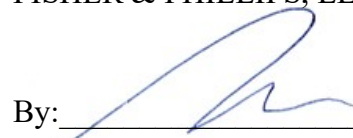
ZAKAY LAW GROUP, APLC

9 By: _____

10 Attorneys for Plaintiff and the Settlement Class
11 Members

12
13 DATED: November 7, 2022

FISHER & PHILLIPS, LLP

14
15 By:  _____

16 Andrew J. Hoag, Esq.

17 Marianna Bertikian, Esq.

18 Attorneys for Defendants
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EXHIBIT A

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

(Gorman v. Drummac, Inc., Sacramento County Superior Court Case No. 34-2022-00313456)

**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. Your estimated PAGA 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 Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Sacramento (the “Court”) has been reached between Plaintiff Aaron Gorman (“Plaintiff”) and Defendants Drummac, Inc., Moran Environmental Recovery, LLC and Moran Towing Corporation (collectively “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by Defendants and performed work in California during the Class Period.

The “Class Period” is the period of time running from January 4, 2018 to October 12, 2022.

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 January 4, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Sacramento. Plaintiff asserted claims that Defendants: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Unpaid sick pay in violation of California Labor Code §246; and (h) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendants deny and dispute all claims asserted in the Action. Specifically, Defendants contended (and continue to contend) that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime that was due; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action.

On July 12, 2022, the Parties participated in an all-day mediation with Steven J. Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement after both sides agreed to a mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Three Hundred Sixty Thousand Dollars (\$360,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$9,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$120,000) and a Class Counsel Litigation Expenses Payment of not more than \$25,000 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 (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share for each Settlement 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 Defendants' 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 Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendants and performed work in California during the PAGA Period. The PAGA Period means the period between October 25, 2020 to October 12, 2022.

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. 20% 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. 80% 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 Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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?

Release by Settlement Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all class claims, demands, rights, liabilities, and causes of action alleged or reasonably could have been alleged based on the facts and allegations alleged in the operative complaint based on the facts alleged, which arose during the Class Period, including without limitation: (a) Failure to Pay Overtime Wages; (b) Failure to Pay Minimum Wages; (c) Failure to Provide Required Meal Periods; (d) Failure to Provide Required Rest Periods; (e) Failure to Provide Accurate Itemized Statements; (f) Failure to Pay Wages When Due; (g) Unpaid Sick Pay; (h) Unfair Competition in Violation of California Business & Professions Code § 17200, et seq.; and Violation of the Private Attorney General Act (“PAGA”) premised on the facts, claims, causes of action, or legal theories described above.

Release by the Aggrieved Employees. The Released PAGA Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all PAGA claims alleged in the operative complaint at the time the Court enters an order preliminarily approving this Settlement and Plaintiff’s PAGA notice to the LWDA.

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

5. How much will my payment be?

Defendants’ records reflect that you have <<____>> Workweeks worked during the Class Period (January 4, 2018 to October 12, 2022).

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

Defendants’ records reflect that you have <<____>> pay periods worked during the PAGA Period (October 25, 2020 through October 12, 2022).

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 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: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final

judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.ILYM.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 a written request to exclude yourself to the Settlement Administrator, by First Class Mail, signed, dated and postmarked no later than _____. The address for the Settlement Administrator is _____. The address for the Settlement Administrator is _____. 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 and must indicate, in substance, that you wish to exclude yourself from the settlement. 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 ***Gorman v. Drummac, Inc., Sacramento County Superior Court, Case No. 34-2022-00313456***. 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 _____. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

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
Website: www.zakaylaw.com

Counsel for Defendants:

Andrew J. Hoag, Esq.
Marianna Bertikian, Esq.
Fisher & Phillips, LLP
444 South Flower, Suite 1500
Los Angeles, California 90071
Tel.: (213) 330-4500
Fax: (213) 330-4501
E-Mail: ahoag@fisherphillips.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 Sacramento County Superior Court, Department 28, located 720 9th Street, Sacramento, CA 95814, before Judge Lauri Damrell. 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 1-888-250-6810 or write to ***Gorman v. Drummac, Inc., Sacramento County Superior Court, Case No. 34-2022-00313456***, 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.

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 the event an Individual Settlement Payment and/or Individual Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, the Settlement Administrator shall pay all funds from such uncashed checks to State Controller's Office. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

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EXHIBIT 2

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 892-7095
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE 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 Southern & Central Districts of California

• **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, *magma 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, Civil 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 Julicann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil 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. Lead Counsel – Class Action & 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. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

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

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

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

10. Bruemmer v. Tempur Retail Stores, LLC.

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

11. 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

12. 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

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

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

18. 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

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. 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

21. 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

22. Derik Scott et al. v. Ultimate Performance

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

23. Raymond Frazier v. Asa Carlton

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

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

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

27. Jamaal Johnson v. Volt Management Corp

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

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

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

30. Niki Nunez v. Home Depot

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

31. Alma Salazar v. Frontier Toyota

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

32. Josefina Garces v. Kar Auction Services

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

33. Madison Weiss v. Niznik Behavior

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

34. Jimmy Mack v. ERM Enterprises

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

35. Josefina Garces v. DriverDo

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

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015

Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

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

40. Aaris Watts v. TRL Systems

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

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

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

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

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

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

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

48. Madison Marrero v. Stat Med

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

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183

Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

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

51. Griselda Duran v. EmployBridge

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

52. Luis Rendon v. Healthcare Investments, Inc.

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

53. Richard Melead v. TVI, Inc.

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

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

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

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260

Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

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

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

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

59. Jie Xu v. HT Multinational

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

60. Yvette Molina v. Hawaiian Airlines

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

61. Reinald Pillsbury v. T & T Restaurants CA

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

62. Luis de Jesus v. Guardian Angel Home Care

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

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

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate

Status	Settled
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64. Gabriel Mendez v. Bondz, Inc.

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

65. James Conley v. Siskiyou Forest Products

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

66. Alex Castellanos v. Southwest Patrol

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

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
Case No.	34-2020-00287054
Nature	Regular Rate
Status	Settled

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

Status	Settled
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71. Elias Kaser v. Aviation Consultants, Inc.

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

72. Christopher Chacon v. Panda Motors, Inc.

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

73. Willie Lang v. Pathways

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

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

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

75. Daniel Jacobs v. Rush Media Company

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

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No.	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	Litigation

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Litigation

83. Michael Ashlock v. Advantis Medical Staffing

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

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Litigation

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

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

87. Nicolas Neutall v. Urban Alchemy

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

88. Courteney Arneson v. Bahn Thai, Inc.

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

89. Carlos Cortez v. M & M Automotive Group, LLC.

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

Court	San Diego
Case No.	37-2021-00001288-CU-OE-CTL
Nature	Meal/Rest Breaks, 2698
Status	Settled

91. Traci Pollinger v. Hoehn Motors, Inc.

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

92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

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

93. Shasta Collins v. Hilton Management, LLC

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

94. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

96. 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	In Litigation

97. Gabriel Guzman Jr. v. Vulcan Materials Company

Court	San Diego
Case No.	30-2021-00052064-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

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

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

99. Michael Harrington v. Genesis Private Security, Inc.

Court	Alameda
Case No.	RG21105476
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

100. David Ezell v. Diab Leasing, Inc.

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

101. Joe Moreno v. Rambo, LLC

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

102. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

103. Bria Ware v. Shake Shack Enterprise, LLC.

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

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

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

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

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

106. Jermell Jones v. Greenlawn Funeral Homes

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

107. Chanda Young v. Breakfast Republic

Court	Los Angeles
Case No.	21SMCV01447
Nature	2699, 201, 202, 203
Status	In Litigation

108. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

109. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

110. Isaiah Davis v. RPM Juice, Inc.

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

JCL LAW FIRM, APC
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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

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EXHIBIT 3