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Attorneys for Plaintiff AARON GORMAN

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

Date: June 2, 2023

Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell

Dept.: 28

Reservation #: 2706519

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff AARON GORMAN (hereafter "Plaintiff" or "Class Representative") in this wage and hour
6 class and representative action filed against Defendant DRUMMAC, INC., MORAN
7 ENVIRONMENTAL RECOVERY, LLC, and MORAN TOWING CORPORATION (hereinafter
8 "Defendants").

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

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

15 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed February 17,
16 2022, Preliminary Approval Order.

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the November 7, 2022 proof
18 of filing the proposed Settlement with the LWDA.

19 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the May 9, 2023, proof of
20 filing this motion seeking final approval of this Settlement with the LWDA.

21 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC,
22 "Time and Billing Journal" as of May 4, 2023.

23 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC,
24 "Transaction Summary" as of May 4, 2023.

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

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I. INTRODUCTION

10. An objective evaluation of the proposed settlement of Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00) (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Steven Rottman, Esq., an experienced mediator of wage and hour class and representative actions. After deducting any Court-approved attorneys’ fees and costs, class representative service awards, settlement administration costs, and the payments to the Labor & Workforce Development Agency (“LWDA”), the net settlement amount shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendant during the Class Period. ***The Class greeted news of the Settlement with unanimous approval as, at the time of the filing of this motion, all 162 Class Members choose to participate in the Settlement.***¹ There are zero opt-outs and zero objections to the Settlement.

11. This Settlement provides substantial recovery to Class Members. Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$176,000**. This will result in an average Individual Settlement Payment of **\$1086.42**, with the estimated highest gross payment being \$3,787.63. PAGA Members will receive an estimated average gross payment of \$56.18, with the estimated highest gross payment being \$115.44.

12. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

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

¹ As of the filing date of this Motion, 9 Notices were deemed undeliverable.

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

II. OVERVIEW OF THE LITIGATION

14. Defendant Drummac, Inc. provides transportation maintenance, inspection and repair services. Defendant Moran Environmental Recovery, LLC provides environmental, industrial, mechanical, and commercial diving services. Defendant Moran Towing Corporation provides harbor services, marine transportation services, and environmental services. This action asserts claims on behalf of Defendants' current and former non-exempt employees employed in California. Plaintiff was employed by Defendants as a fueler/qualified mechanic as an hourly non-exempt employee from 2015 to September of 2021. At all times during their employment, Plaintiffs earned hourly wages, were entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout their employment, Plaintiffs were subject to Defendants' written policies and procedures.

15. Generally, Plaintiff claims that Defendants failed to pay Plaintiff for all hours worked, including overtime compensation, failed to properly legally compliant meal and rest periods, failed to issue accurate wage statements, unpaid sick pay, failed to pay all wages when due and violation of the Private Attorneys General act. Defendants forcefully deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims, including but not limited to, facially compliant meal and rest period polices, compliant wage statements, and paid sick pay.

16. On October 25, 2021, Plaintiff served Defendants and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiffs' PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").

17. On October 25, 2021, Plaintiff filed a class action complaint in this Court (the “Action”). The Action alleged claims for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation; (3) Failure to Pay Overtime Wages.; (4) Failure to Provide Required Meal Periods;(5) Failure to Provide Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Provide Wages When Due; (8) unpaid sick pay; and (9) Violations of the Private Attorney General Act at Lab. Code §§ 2698 *et. seq.* (“Class Claims”).

18. Plaintiff commenced written discovery on March 8, 2022. Thereafter, the Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed to informally exchange relevant documents and data points subject to the mediation privilege. Pursuant to that agreement, Defendants produced a sample of the Class Members' time and payroll data along with itemized wage statements and relevant policies applicable to Class Members. As discussed *infra*, Plaintiffs' counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data.

19. On July 12, 2022, the Parties participated in a full day mediation with highly regarded wage and hour mediator Steven J. Rottman, Esq. After arms-length negotiations and bargaining, the Parties reached an agreement to settle based on a Mediator's proposal, and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties negotiated a long-form settlement agreement, which is the subject of the instant motion.

III. THE SETTLEMENT BEFORE THE COURT

20. The Court preliminarily approved an initial Gross Settlement Amount of Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00) based on a total of an estimated 9,154 workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Class Representative Service Award; (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Settlement; and (5) to satisfy the Settlement Administration Costs incurred in this action.

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

1 Settlement by the Settlement Class and absence of any objections to the Settlement and the average
2 Individual Settlement Payment of **\$1086.42**.

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

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

5 22. Months before filing the Action and before adding Plaintiff, Class Counsel began its pre-
6 filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several
7 lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related
8 to his employment, including time and payroll records. At the conclusion of the interviews, Class
9 Counsel determined that Plaintiff's complaints appeared to substantiate Plaintiff's claim that
10 Defendants failed to, among other things, pay for all time worked and to provide compliant meal and
11 rest periods.

12 23. Considering the many anticipated factual disputes, the Parties agreed that it would be in
13 the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel
14 requested documents and data points to further evaluate Plaintiff's claims and Defendants' liability
15 exposure to the Class Members. In response to Class Counsel's request, Defendants produced a sample
16 of time and payroll records for the Class Members, aggregate workweek and pay period data for the
17 Class Members, wage statements and time records for the Class Members, and a copy of the applicable
18 handbook that contained compensation, timekeeping and meal and rest period policies. In total,
19 Defendant produced pertinent policy documents, a sample of time records for Class Members, and a
20 sample of payroll data for Class Counsel to analyze. Defendants produced 4698 pages worth of
21 documents.

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

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

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

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

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1 **B. The Parties Settled At Mediation**

2 28. On July 12, 2022, the Parties conducted a full-day mediation with Steven Rottman, Esq.,
3 an experienced mediator of wage and hour class and representative actions. Mr. Rottman helped to
4 manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both
5 sides. The Parties made substantial progress with Mr. Rottman's assistance. Namely, the Parties
6 exchanged information regarding their respective claims and defenses, including their respective
7 evaluations of the damages. After arm's length and adversarial negotiations, the mediation concluded
8 with a settlement through a mediator's proposal. No action would likely have been taken by Class
9 Members individually, and no compensation would have been recovered for them, but for Plaintiffs'
10 services on behalf of the Class.

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

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

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

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

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

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

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

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

D. The Gross Settlement Amount is Fair and Reasonable

36. Here, the Settlement is clearly within the “ballpark” of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00) represents a discount on Defendants’ potential exposure if Plaintiffs established liability on all claims and were awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendants presented a risk that could award significantly less in damages than Plaintiffs’ estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

37. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring

Defendants' liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendants' liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents approximately 20.4% of the value of the maximum potential *damages* at issue. Even when including the penalties for Plaintiff's claim for wage statement violations and waiting time penalties under *Labor Code* Sections 203 and 226, the settlement represents up to 11% of the maximum potential liability, assuming all of these amounts could be proved at trial.

38. This average net recovery is on par with many wage and hour class action settlements approved by California state and federal courts. *See, e.g., Palencia v. 99 Cents Only Stores*, No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal.) (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately \$35); and *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately \$20). Additionally, Defendant must separately fund its share of any employer side payroll taxes. Agreement, ¶ III(A)(3).

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

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

2 40. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
3 ignore the asserted defenses. If successful on any one its defenses, Defendants could defend the action
4 or, at least, drastically undercut Plaintiff's claims.

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

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

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

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

IV. THE PENALTIES UNDER PAGA ARE REASONABLE

45. Here, the Parties negotiated a good faith PAGA Settlement in the amount of \$20,000 which is approximately 6.0% of the Gross Settlement Amount. As illustrated above, this amount falls well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Settlement (\$15,000) will be paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) to be distributed to the PAGA Members, which is within the range of PAGA penalties approved by courts and should be approved.

46. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval with the LWDA. On May 9, 2023, Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 9th day of May, 2023, at San Diego, California.

JCL LAW FIRM, APC

By:

Jean-Claude Lanuvade

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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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. Drummack, 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 ///

26 ///

27 ///

28 ///

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

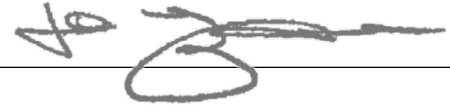
General Counsel

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:
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3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: _____

5 Attorneys for Plaintiff and the Settlement Class
6 Members

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8 DATED: _____

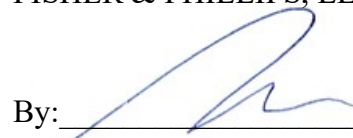
ZAKAY LAW GROUP, APLC

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. Settlement Class Members who did not work for Defendant during the PAGA Period are not Aggrieved Employees and do not possess any PAGA Claims that require a release and do not possess standing to pursue individual or representative PAGA claims.

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. Aggrieved Employees cannot exclude themselves from the PAGA Settlement. If you worked for Defendant during the PAGA Period and are an Aggrieved Employee, you will release the Released PAGA Claims and will receive your share of the PAGA Settlement regardless of whether you request to be excluded from the Settlement.

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._____.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

Class Counsel:

Shani O. Zakay, Esq.

Zakay Law Group, APLC

5440 Morehouse Drive, Suite 3600

Counsel for Defendants:

Andrew J. Hoag, Esq.

Marianna Bertikian, Esq.

Fisher & Phillips, LLP

San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
[Website: www.zakaylaw.com](http://www.zakaylaw.com)

444 South Flower, Suite 1500
Los Angeles, California 90071
Tel.: (213) 330-4500
Fax: (213) 330-4501
E-Mail: ahoag@fisherphillips.com
mbertikian@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.

EXHIBIT 2

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FILED/ENDORSED

FEB 17 2023

By: V. Aleman
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

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

Hearing Date: January 20, 2023
Hearing Time: 9:00am
Department: 28

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

Reservation No. 2619356

RECEIVED
FEB -9 2023
14

~~[PROPOSED]~~ ORDER GRANTING PRELIM. APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Via Fax

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

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on January 20, 2023 in Department 28 before the Honorable Lauri A. Damrell, presiding. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Stipulation of Settlement of Class and PAGA Action Claims and Release
8 of Claims ("Agreement") filed herewith. All terms used herein shall have the same meaning as defined
9 in the Agreement.

10 2. Under the terms of the Settlement Agreement, Defendants agree to pay a non-
11 reversionary Gross Settlement Amount ("GSA") of \$360,000, exclusive of the employer's share of
12 payroll tax triggered by any payment under the settlement (which shall be paid separately by
13 Defendants). The following amounts will be paid out from the GSA: (1) attorneys' fees in the amount
14 of \$120,000 (one-third of the GSA) to Class Counsel; (2) reimbursement of litigation expenses not to
15 exceed \$25,000; (3) administration costs not to exceed \$9,000 to be paid to the Settlement
16 Administrator; (4) a Service Award not to exceed \$10,000 to be paid to Plaintiff; and (5) a PAGA
17 Settlement in the amount of \$20,000.

18 3. The remaining amount will be paid to participating Class Members pro rata based on the
19 number of workweeks they worked during the Class Period. The average payment to a Class Member
20 is estimated to equal \$1,100. Class Members have 45 days to opt out of the Settlement. For tax purposes,
21 20 percent of each individual settlement payment will be allocated as wages and the remaining 80
22 percent will be allocated as penalties and interest. Checks that remain uncashed after 180 days will be
23 transmitted to the State Controller to be held pursuant to the Unclaimed Property Law.

24 4. As of the funding date, Participating Class Members will release the Released Parties
25 (Defendants and their past and present officers, directors, unit holders, etc., and their respective
26 successors and predecessors in interest, etc.) from the "Released Class Claims" for the Class Period:
27 Released Class Claims are "all claims ... alleged or reasonable could have been alleged based on the
28 facts and allegations alleged in the operative complaint ..." According to the Settlement, "Plaintiff

1 acknowledges that Class Members who did not work for Defendant during the PAGA Period are not
2 PAGA Class Members and do not possess any PAGA claims that require a release.”

3 5. Class Counsel attests that before mediation, Defendants produced a sampling of pay and
4 time records and their relevant employment policies. The parties participated in a full-day mediation
5 with Steven J. Rottman, Esq. on July 12, 2022 and agreed to a mediator’s proposal. Plaintiff’s damage
6 expert calculated Defendants’ total damage and penalty exposure as totaling \$2,903,129. Thus, the
7 settlement reflects 12.4 percent of the maximum. Class Counsel avers that Defendants presented serious
8 threats to Plaintiff’s claims by asserting that their practices complied with the law and that the California
9 Supreme Court decision in *Brinker v. Superior Court* (2012) 53 Cal.4th 1004 eliminated or at least
10 weakened Plaintiff’s claims as to meal and rest periods, to which the majority of Plaintiff’s claims are
11 attributed. Also, more generally, Defendants maintained Plaintiff’s claims were not appropriate for
12 certification because the individual experience of each employee varied. Class Counsel attests to their
13 extensive experience in this type of litigation and to their opinion that the terms of the settlement are
14 fair, reasonable, adequate, and in the best interest of the Class in light of all known facts and
15 circumstances. Based on the foregoing, the Court preliminarily finds, subject to the final fairness
16 hearing, that the Settlement is entitled to a presumption of fairness and that all relevant factors presently
17 support preliminary approval.

18 6. The Settlement Agreement provides for a \$20,000 PAGA Settlement to resolve claims
19 under PAGA, 75% of which will be paid to the LWDA and 25% of which will be paid to Aggrieved
20 Employees on a pro rata basis based on the number of pay periods they worked during the PAGA Period.
21 Aggrieved Employees are all non-exempt employees who are or previously were employed by
22 Defendants and performed work in California during the PAGA Period, which is the period between
23 October 25, 2020 to October 12, 2022. As of the funding date, Aggrieved Employees will release the
24 Released Parties from the Released PAGA Claims for the PAGA Period. Released PAGA Claims are
25 “all PAGA claims alleged or reasonable could have been alleged, whether individual or representative,
26 based on the facts and allegations alleged in the operative complaint in the Action ... which arose during
27 the PAGA Period.” Class Counsel values the PAGA claim at the maximum rate of \$703,200, but argues
28 the settlement of those claims here (for 2.8 percent of the maximum value) is reasonable because the

1 amounts were duplicative and likely not awardable at the maximum rate. Class Counsel also reasoned
2 that the PAGA penalty claims are not seriously valued by employers for purposes of settlement as they
3 are routinely settled at a small fraction of the potential. Based on the foregoing, the PAGA Settlement
4 is preliminarily approved.

5 7. Plaintiff requests an award of attorneys' fees in the amount of one-third of the GSA, or
6 \$120,000 (split 50/50 between the two Class Counsel firms), in addition to reimbursement of litigation
7 costs not to exceed \$25,000. Plaintiff intends to provide evidentiary support for the one-third attorney
8 fee award, including a lodestar calculation, in moving for final approval. Based on that representation,
9 the proposed attorney fee award is preliminarily approved. The Court also preliminarily approves the
10 \$25,000 allocation for litigation cost reimbursement with the expectation that Class Counsel will provide
11 a declaration, in moving for final approval, that shows actual costs.

12 8. Plaintiff seeks a \$10,000 Service Award in exchange for his participation as Class
13 Representative. Plaintiff's moving papers provide insufficient evidentiary support for this award. Class
14 Counsel must explain why a service award is reasonable and what the class representative did beyond
15 the expected service of a class representative. In addition, the Court requires the class representative to
16 state via declaration what he did as service to the class and to participate in the litigation, including the
17 approximate amount of time spent on the case. General statements of "countless hours" and "potential
18 stigma" or "potential risk" are insufficient (*Clark v. American Residential Services LLC* (2009) 175
19 Cal.App.4th 785, 805-807; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
20 Cal.App.4th 399, 412.) The Court requires Plaintiff to meet these standards in his motion for final
21 approval.

22 9. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
23 fees to Class Counsel, costs of administration and the Class Representative Service Award should be
24 finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in
25 Department 28 on the date and time set forth in the implementation schedule in Paragraph 18 below.

26 10. This Court approves, as to form and content, the Notice of Pendency of Class Action and
27 Proposed Settlement. The Court approves the procedure for Class Members to opt out of, or to object
28 to, the Settlement as set forth in the Agreement and Notice.

1 11. The Court directs the mailing of the Notice of Pendency of Class Action and Proposed
2 Settlement by first class mail to the Class Members in accordance with the Implementation Schedule set
3 forth below. The Court finds the dates selected for the mailing and distribution of the Notice, as set
4 forth in the Implementation Schedule, meet the requirements of due process and provide the best notice
5 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled
6 thereto.

7 12. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
8 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
9 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiff's and Class Counsel's
10 applications for the Class Representative Service Award, and Class Counsel's request for attorneys' fees
11 and litigation costs; (3) a formula used to determine the Class Member's estimated Individual Settlement
12 Payment; (4) how to claim a share of the proceeds under the Settlement, and Class Members' right to
13 appear through counsel if they desire; (5) how to object to the Settlement or to opt-out if a Class Member
14 wishes to do so; and (6) how to obtain additional information regarding the Action and the Settlement.
15 (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of
16 Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class
17 Members of their rights under the settlement. Counsel for the Parties are authorized to correct any
18 typographical errors in the Notice Packet and make clarifications, to the extent the same are found or
19 needed, so long as such corrections do not materially alter the substance of the documents. The Court
20 further finds that the distribution of the Class Notice is substantially in the manner and form set forth in
21 the Agreement and this Order meets the requirements of due process, is the best notice practicable under
22 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
23 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

24 13. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
25 only. For Settlement purposes only, the Court conditionally certifies the following Class: "all non-
26 exempt employees who are or previously were employed by Defendants and performed work in
27 California during Class Period." The Class Period is the period of time from January 4, 2018 to October
28 12, 2022.

1 14. The Court provisionally certifies the class for settlement purposes for the following
2 reasons: (a) the parties estimate there are 160 Class Members who worked approximately 11,501
3 workweeks; (b) the Class can be identified from Defendants' records; (c) Plaintiff was subject to the
4 same employment practices concerning meal and rest periods and received similar wage statements as
5 the Class; (d) common questions of whether Defendants' failed to properly provide or pay for meal or
6 rest periods or provided incomplete wage statements predominate over individual issues; (e) Plaintiff
7 and Class Counsel do not have any conflicts of interest with the Class and will prosecute the case
8 vigorously on behalf of the Class; and (f) Class Counsel are experienced and can competently represent
9 the Class.

10 15. The Court preliminarily approves Plaintiff Aaron Gorman as Class Representative, and
11 Shani O. Zakay of Zakay Law Group, APLC and Jean-Claude Lapuyade of JCL Law Firm, APC as
12 Class Counsel.

13 16. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
14 Administrator. The maximum allocation of \$9,000 for the cost of administration is reasonable and
15 preliminarily approved.

16 17. To facilitate administration of the Settlement pending final approval, the Court hereby
17 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
18 proceedings (including filing claims with the Division of Labor Standards Enforcement of the California
19 Department of Industrial Relations) regarding claims released by the Settlement, unless and until such
20 Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time
21 to do so has elapsed.

22 18. The Court orders the following Implementation Schedule for further proceedings:

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a.	Deadline for Defendants to Submit Class Member Information to Settlement Administrator	10 business days after Order granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Notice and Notice of Settlement Award Form to Class Members	14 calendar days after receiving Class Member Information from Defendants
c.		

	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	16 Court days before Final Approval Hearing
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing
g.	Deadline for Defendants to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	10 calendar days before Final Approval Hearing, provided number and percentage of opt outs previously provided to Defendants
h.	Final Fairness Hearing and Final Approval	Class Counsel will contact the Clerk for Department 28 with a requested date for the final approval hearing to be heard in this department.
i.	Deadline for Defendants to fund Settlement	14 calendar days after Effective Date
j.	Deadline for Settlement Administrator to mail the Settlement Payments and the Service Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	15 calendar days after Funding Date
k.	Deadline for Class Members to cash Settlement Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Settlement Payments and the Service Award

1 2 3 4	1. Deadline for Settlement Administrator to distribute uncashed check amount to <i>cypres</i> beneficiary (if Settlement is Effective)	Within 14 calendar days after the deadline for Class Members to cash Settlement Payment checks
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5
6 19. The Court reserves the right to adjourn or continue the date of the final approval hearing
7 and all dates provided for in the Agreement without further notice to Class Members, and retains
8 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

9 20. As of the date this Order is signed, all dates and deadlines associated with the Action shall
10 be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the
11 administration of the settlement of the Action.

12 IT IS SO ORDERED.

13
14 Dated: 02/17/2023

LAURI A. DAMRELL

HON. LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

Natalia Michele

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, November 7, 2022 12:02 PM
To: Natalia Michele
Subject: Thank you for your Proposed Settlement Submission

11/07/2022 12:01:24 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Gorman v. Drummack (002-259)							
08/30/2021	No	Jean Claude Lapuyade	Fact investigation - Client Intake	550.00	0:54	495.00	495.00
09/08/2021	No	Jean Claude Lapuyade	Legal Research - Employee File Demand Statutes	550.00	1:00	550.00	1,045.00
09/13/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Employee File Demand	550.00	1:30	825.00	1,870.00
09/23/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Client's Documents	550.00	2:18	1,265.00	3,135.00
09/28/2021	No	Jean Claude Lapuyade	Legal Research - Claim Analysis (Meal, Rest, 226, 2802 and OTC)	550.00	4:00	2,200.00	5,335.00
10/01/2021	No	Jean Claude Lapuyade	TCW Client Re Timeline for File and Claim Evaluation	550.00	1:12	660.00	5,995.00
10/14/2021	No	Jean Claude Lapuyade	Drafted Notice of COA	550.00	1:00	550.00	6,545.00
10/18/2021	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Cases and Statutes)	550.00	2:48	1,540.00	8,085.00
10/22/2021	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	550.00	3:06	1,705.00	9,790.00
10/25/2021	No	Jean Claude Lapuyade	Drafted PAGA Notice	550.00	4:12	2,310.00	12,100.00
10/26/2021	No	Jean Claude Lapuyade	Discovery - R&R Employee File Production	550.00	3:06	1,705.00	13,805.00
11/18/2021	No	Jean Claude Lapuyade	Case Management - Drafted letter to Client re Timeline for LWDA and Claim Analysis	550.00	1:18	715.00	14,520.00
12/21/2021	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Complaint	550.00	2:12	1,210.00	15,730.00
12/22/2021	No	Jean Claude Lapuyade	TCW Client Re Complaint	550.00	0:24	220.00	15,950.00
01/04/2022	No	Jean Claude Lapuyade	Pleadings - Finalized Complaint for Filing	550.00	0:36	330.00	16,280.00
01/21/2022	No	Jean Claude	Emails to/from OC Re Pleadings Status	550.00	0:30	275.00	16,555.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
03/09/2022	No	Jean Claude Lapuyade	Case Management - meet and confer Re Extension to answer	550.00	0:30	275.00	16,830.00
03/24/2022	No	Jean Claude Lapuyade	Pleadings - Reviewed Defendant's Answer	550.00	0:54	495.00	17,325.00
03/24/2022	No	Jean Claude Lapuyade	Legal Research - Motion to Strike and Demurrer of Answer	550.00	1:54	1,045.00	18,370.00
04/05/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Response Extension	550.00	0:30	275.00	18,645.00
04/11/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation	550.00	0:36	330.00	18,975.00
04/20/2022	No	Jean Claude Lapuyade	Discovery - Email to OC RE Mediation Data	550.00	0:48	440.00	19,415.00
04/25/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation data	550.00	0:30	275.00	19,690.00
04/25/2022	No	Jean Claude Lapuyade	Drafted Stip to Stay Pending Mediation	550.00	0:48	440.00	20,130.00
05/02/2022	No	Jean Claude Lapuyade	Case Management - Drafted Stip. to Stay	550.00	1:30	825.00	20,955.00
05/09/2022	No	Jean Claude Lapuyade	Emails to/from OC re stip to stay	550.00	0:24	220.00	21,175.00
05/13/2022	No	Tesla Stone	Emails to/from OPC Re Stip to Stay	150.00	0:36	90.00	21,265.00
05/17/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Mediation Data	550.00	0:30	275.00	21,540.00
05/19/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stip .	550.00	0:18	165.00	21,705.00
05/19/2022	No	Jean Claude Lapuyade	Emails to/from OC re stip to stay	550.00	0:18	165.00	21,870.00
05/24/2022	No	Jean Claude Lapuyade	Emails to/from OC RE Mediation and Stip. to Stay	550.00	1:12	660.00	22,530.00
06/07/2022	No	Jean Claude Lapuyade	Pleadings - Reviewed and Revised Stipulation to Stay	550.00	1:24	770.00	23,300.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
06/25/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OPC Re Mediation Data	550.00	0:18	165.00	23,465.00
06/28/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OPC Re Data Production	550.00	0:30	275.00	23,740.00
06/28/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from Expert Re Data Analysis	550.00	0:30	275.00	24,015.00
06/29/2022	No	Jean Claude Lapuyade	Legal Research - Meal, Rest, 226 and 2802 for mediation Brief	550.00	4:00	2,200.00	26,215.00
07/03/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Revised Mediation Brief	550.00	3:12	1,760.00	27,975.00
07/11/2022	No	Jean Claude Lapuyade	Mediation - Reviewed Brief, Exhibits and Expert Report	550.00	2:36	1,430.00	29,405.00
07/12/2022	No	Jean Claude Lapuyade	Attended Mediation	550.00	8:00	4,400.00	33,805.00
07/12/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OPC Re Settlement MOU	550.00	0:42	385.00	34,190.00
07/13/2022	No	Jean Claude Lapuyade	Drafted Exclusion Form	550.00	0:30	275.00	34,465.00
07/13/2022	No	Jean Claude Lapuyade	Drafted Class Notice	550.00	1:30	825.00	35,290.00
07/13/2022	No	Jean Claude Lapuyade	Drafted SAR	550.00	5:12	2,860.00	38,150.00
07/14/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re MOU Release	550.00	1:12	660.00	38,810.00
07/20/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	39,085.00
07/20/2022	No	Jean Claude Lapuyade	Case Management - Drafted Email to Client Re MOU	550.00	1:00	550.00	39,635.00
07/25/2022	No	Jean Claude Lapuyade	Revised Class SAR and Class notice pursuant to OC's comments/revisions to MOU.	550.00	1:12	660.00	40,295.00
07/29/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Stay on Discovery Pending MOU	550.00	0:18	165.00	40,460.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
08/08/2022	No	Jean Claude Lapuyade	Emails to/from OC regarding fully executed MOU.	550.00	0:18	165.00	40,625.00
08/12/2022	No	Jean Claude Lapuyade	Revised SAR and Class notice per SOZ comments.	550.00	1:12	660.00	41,285.00
08/12/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Long Form	550.00	2:06	1,155.00	42,440.00
08/20/2022	No	Jean Claude Lapuyade	Settlement - Emails to from OC Re SAR	550.00	0:36	330.00	42,770.00
09/03/2022	No	Jean Claude Lapuyade	Settlement - R&R Long Form w/ Defense Edits	550.00	1:18	715.00	43,485.00
09/26/2022	No	Jean Claude Lapuyade	Settlement - R&R Lg Form w/ Defense Edits	550.00	1:06	605.00	44,090.00
09/29/2022	No	Jean Claude Lapuyade	Case Management - Revised CMS	550.00	0:18	165.00	44,255.00
10/05/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	44,420.00
10/31/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Reviewed, Revised and Edited MPA	550.00	3:24	1,870.00	46,290.00
11/03/2022	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re Long Form	550.00	0:18	165.00	46,455.00
11/07/2022	No	Jean Claude Lapuyade	Law and Motion - Emails/Calls with OC Re MPA	550.00	1:00	550.00	47,005.00
12/02/2022	No	Jean Claude Lapuyade	Law and Motion - R&R MPA Hearing Report	550.00	0:18	165.00	47,170.00
12/02/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Court's Tentative on MPA	550.00	0:30	275.00	47,445.00
12/07/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Supplemental Papers	550.00	0:54	495.00	47,940.00
12/12/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Supp Papers	550.00	0:54	495.00	48,435.00
12/13/2022	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Revised Notice	550.00	0:24	220.00	48,655.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/16/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Notice	550.00	0:18	165.00	48,820.00
12/16/2022	No	Monnett DeLaTorre	Review Court's Order regarding Motion for Preliminary Approval	500.00	0:36	300.00	49,120.00
12/29/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	550.00	1:00	550.00	49,670.00
12/30/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Revised Class Notice for MPA	550.00	0:30	275.00	49,945.00
01/20/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE Long Form	550.00	0:30	275.00	50,220.00
02/08/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC RE MOPA Order	550.00	0:18	165.00	50,385.00
02/27/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Class Notice	550.00	0:24	220.00	50,605.00
03/02/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Dec ISO Final Approval	550.00	0:30	275.00	50,880.00
03/02/2023	No	Jean Claude Lapuyade	Case Management - R&R Admin Timeline	550.00	0:30	275.00	51,155.00
04/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Admin Notice	550.00	0:18	165.00	51,320.00
05/01/2023	No	Monnett DeLaTorre	Review updated report from Claims administrator regarding opt outs and objections in preparation for drafting final approval motion.	500.00	0:06	50.00	51,370.00
05/01/2023	No	Monnett DeLaTorre	Prepare memorandum of points and authorities in support of motion for final approval.	500.00	1:42	850.00	52,220.00
05/01/2023	No	Monnett DeLaTorre	Prepare Proposed Judgment in support of final approval.	500.00	1:00	500.00	52,720.00
05/01/2023	No	Monnett DeLaTorre	Emails to claims administrator regarding declaration needed.	500.00	0:12	100.00	52,820.00
05/01/2023	No	Monnett DeLaTorre	Prepare proposed order in support of final approval.	500.00	1:06	550.00	53,370.00
05/01/2023	No	Monnett DeLaTorre	Prepare Declaration of Shani Zakay in support of final approval motion.	500.00	0:24	200.00	53,570.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/01/2023	No	Monnett DeLaTorre	Review latest email from administrator and prepare follow up as to status of opt outs and declaration that will be needed.	500.00	0:06	50.00	53,620.00
05/01/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	53,785.00
05/01/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint CMS	550.00	0:24	220.00	54,005.00
05/01/2023	No	Monnett DeLaTorre	Review and respond to email from claims administrator regarding opt outs and status of Declaration for final approval.	500.00	0:06	50.00	54,055.00
05/01/2023	No	Monnett DeLaTorre	Prepare Declaration of Jean Claude Lapuyade in support of motion for final approval	500.00	1:12	600.00	54,655.00
05/01/2023	No	Monnett DeLaTorre	Prepare Notice for final approval of settlement.	500.00	0:24	200.00	54,855.00
05/02/2023	No	Monnett DeLaTorre	Emails to opposing counsel regarding draft final approval points and authorities for review and comment prior to submitting to the court.	500.00	0:12	100.00	54,955.00
05/02/2023	No	Monnett DeLaTorre	Legal Research - MPA Issues (Case Law)	500.00	2:54	1,450.00	56,405.00
05/03/2023	No	Monnett DeLaTorre	Prepare initial draft of Declaration of Shani Zakay in support of Motion for Class Counsel Award and Representative Service Award.	500.00	0:30	250.00	56,655.00
05/03/2023	No	Monnett DeLaTorre	Prepare Notice in support of Class Counsel Fees and Service Award	500.00	0:24	200.00	56,855.00
05/03/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:18	165.00	57,020.00
05/04/2023	No	Monnett DeLaTorre	Law and Motion - Drafted, Revised and Edited MPA	500.00	2:54	1,450.00	58,470.00
05/04/2023	No	Monnett DeLaTorre	Prepare initial draft of memorandum of points and authorities in support of Motion for Class Counsel Award and Representative Service Award.	500.00	1:30	750.00	59,220.00
Total for Gorman v. Drummack (002-259)					109:30	\$59,220.00	

EXHIBIT 6

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Gorman v. Drummac (002-259)								
10/26/2021	Expense		LWDA		Client costs deferred	Chase Card 7349	75.00	75.00
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	Client costs deferred	-Split-	1.30	76.30
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	Client costs deferred	-Split-	3.00	79.30
02/28/2022	Journal Entry	Feb 2022 Postage		Postage for Feb 2022	Client costs deferred	-Split-	1.79	81.09
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	Client costs deferred	-Split-	0.10	81.19
04/24/2022	Check	EFT	Steven J. Rottman	Invoice No. 4481	Client costs deferred	US Bank-Checking - 4270	5,000.00	5,081.19
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	Client costs deferred	-Split-	0.75	5,081.94
06/13/2022	Check	2849	Sacramento Superior Court		Client costs deferred	US Bank-Checking - 4270	20.00	5,101.94
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	Client costs deferred	-Split-	2.40	5,104.34
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	Client costs deferred	-Split-	1.46	5,105.80
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	Client costs deferred	-Split-	1.15	5,106.95
08/01/2022	Check	2902	Berger Consulting Group	Inv. 6442	Client costs deferred	US Bank-Checking - 4270	1,625.00	6,731.95
08/31/2022	Journal Entry	August 2022 Postage		Postage for August 2022	Client costs deferred	-Split-	0.57	6,732.52

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	Client costs deferred	-Split-	0.20	6,732.72
09/21/2022	Expense		One Legal LLC	One Legal Order Number: 18928171 - Filing Fee Re: Joint Case Managment Statement, Proof of Service	Client costs deferred	Chase Card 7349	72.07	6,804.79
09/30/2022	Journal Entry	Sept. 2022Postage		Postage for September 2022	Client costs deferred	-Split-	0.57	6,805.36
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	Client costs deferred	-Split-	0.20	6,805.56
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	Client costs deferred	-Split-	0.80	6,806.36
01/06/2023	Expense		One Legal LLC	One Legal Order Number: 19582323 - Filing Fee Re: Supplemental Declaration of Zakay in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, Proof of Service	Client costs deferred	Chase Card 7349	169.87	6,976.23
01/12/2023	Expense		One Legal LLC	One Legal Order Number: 19579542 - Filing Fee Re: Joint Case Management Statement, Proof of Service	Client costs deferred	Chase Card 7349	72.07	7,048.30
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	Client costs deferred	-Split-	0.20	7,048.50
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	Client costs deferred	-Split-	0.80	7,049.30
Total for Gorman v. Drummacc (002-259)							\$7,049.30	
TOTAL							\$7,049.30	

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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