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Attorneys for Plaintiff PEDRO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

PEDRO RODRIGUEZ, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

R.M. PARKS, INC., a Corporation; and DOES
1 through 30, Inclusive,

Defendants.

Case No. STK-CV-UOE-2021-6050

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

Date: June 7, 2023

Time: 9:00 a.m.

Judge: Hon. Erin Guy Castillo

Dept.: 10B

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 PEDRO RODRIGUEZ (hereafter "Plaintiff" or "Class Representative") in this wage and hour
6 class action filed against Defendant R. M. PARKS, INC., a Corporation (hereinafter "Defendant").

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

9 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
10 of Settlement of Class and PAGA Action Claims and Release of Claims.

11 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed February 28,
12 2023, Preliminary Approval Order.

13 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the January 5, 2023, proof
14 of filing the proposed Settlement with the LWDA.

15 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the May 12, 2023, proof of
16 filing this motion seeking final approval of this Settlement with the LWDA.

17 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
18 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
19 Class Counsel.

20 **I. INTRODUCTION**

21 8. An objective evaluation of the proposed settlement of Three Hundred Fifty Thousand
22 Dollars and Zero Cents (\$350,000.00) ("Total Settlement Amount") confirms that the relief negotiated
23 on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of
24 informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over
25 by Jeffrey Krivis, Esq., a respected wage and hour class action mediator. After deducting any Court-
26 approved attorneys' fees and costs, class representative incentive payments, administration costs, and
27 the payments to the Labor & Workforce Development Agency ("LWDA"), the net settlement fund shall

1 be distributed to the Settlement Class based on the number of Workweeks they worked while employed
2 by Defendant during the Class Period. *The Class greeted news of the Settlement with unanimous*
3 *approval as, at the time of the filing of this motion, all 218 Class Members chose to participate in the*
4 *Settlement. There are zero opt-outs and zero objections to the Settlement.*¹ There are zero opt-outs
5 and zero objections to the Settlement. The unanimous approval by the Settlement Class evidences the
6 clear fairness and reasonableness of the Settlement.

7 9. This Settlement provides substantial recovery to Settlement Class Members. Plaintiff
8 estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately
9 **\$80,166.67**. This will result in an average Individual Settlement Payment of **\$1,252.60**, a high payment
10 of **\$3,573.62**, and a low payment of **\$60.41**. Aggrieved Employees will receive an estimated average
11 gross payment of **\$54.05** and a high payment of **\$59.70**.

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

17 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement
18 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
19 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement
20 and entry of the proposed Final Approval Order and Judgment.

21 **II. OVERVIEW OF THE LITIGATION**

22 12. Defendant is an asset management company that manages commercial and residential
23 properties, including in the county of Los Angeles, where Plaintiff worked. Plaintiff worked for
24 Defendant between March of 2018 and August of 2019 as a maintenance technician in California.
25 Throughout his employment, Defendant classified Plaintiff as a non-exempt employee compensated on
26 an hourly basis and entitled to legally mandated meal and rest periods and minimum wage and overtime

27 ¹ Nineteen (19) Notices were deemed undeliverable. ILYM Dec. at ¶¶ 10.

1 compensation. During his employment, Plaintiff's base hourly rate was \$21.50 per hour. Plaintiff is a
2 member of the Class and during his employment was subject to Defendant's Employee Handbook and
3 the other employment policies generally applicable to all non-exempt employees.

4 13. Generally, Plaintiff claims that Defendant (1) miscalculated the regular rate of pay for
5 purposes of overtime compensation, (2) maintained unlawful meal and rest period policies and practices
6 that failed to provide duty free meal and rest periods; (3) failed to pay for time spent waiting for time
7 spent working off-the-clock, (4) issued inaccurate itemized wage statements, and (5) failed to pay all
8 wages when due.

9 14. On October 17, 2019, Plaintiff served Defendant and the Labor and Workforce
10 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
11 Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions
12 of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and
13 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
14 Code Sections 2698 *et seq* ("PAGA").

15 15. On April 27, 2020, Plaintiff filed a class action complaint in the Los Angeles Superior
16 Court for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200;
17 (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 and 1197.1; (3)
18 Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (4) Failure to Provide
19 Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide Required
20 Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Reimburse Employees for
21 Required Business Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate
22 Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (8) Failure to Provide Wages When
23 Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (9) Violations of the Private Attorney General
24 Act at Lab. Code §§ 2698 *et. seq.*

25 16. Prior to conducting any formal discovery, the Parties agreed to mediate this action. In
26 anticipation of mediation, the Parties agreed to stay formal discovery. To prepare for mediation, the
27 Parties agreed to informally produce relevant documents and data points subject to the mediation
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1 privilege. Pursuant to that agreement, Defendant produced a sample of the Class Members' time and
2 payroll data along with relevant policies applicable to Class Members. As discussed *infra*, Plaintiff's
3 counsel retained Berger Consulting Group to analyze Defendant's time and payroll data.

4 17. On June 30, 2021, the Parties participated in a full day mediation with esteemed wage
5 and hour class action and PAGA mediator, Jeffrey Krivis, Esq. After arms-length negotiations and
6 bargaining, the Parties reached an agreement to settle and signed a Memorandum of Understanding.
7 After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement
8 agreement, which is the subject of the instant motion.

9 **III. THE SETTLEMENT BEFORE THE COURT**

10 18. The Court preliminarily approved an initial Total Settlement Amount of Three Hundred
11 Fifty Thousand Dollars and Zero Cents (\$350,000.00) based on a total of an estimated 15,865
12 Workweeks worked by the Class during the Class Period. The Total Settlement Amount shall be used:
13 (1) to satisfy Individual Settlement Payments; (2) to satisfy the Class Representative Service Award;
14 (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Settlement; and (5) to satisfy the
15 Settlement Administration Costs incurred in this action.

16 19. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
17 the class and should be granted final approval. This is evidenced by the unanimous approval of the
18 Settlement by the Settlement Class, the absence of any objections to the Settlement and the average
19 Individual Settlement Payment of \$1,252.60.

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

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

22 20. In August 2019, Class Counsel began its pre-filing investigation into Plaintiff's
23 complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part
24 of the interview process, Plaintiff produced documents related to his employment for Defendant,
25 including portions of Defendant's handbook, compensation policies and time and payroll records. At
26 the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further
27 inquiry.

1 21. Next, Class Counsel requested Plaintiff's employee file from Defendant. In response,
2 Defendant produced over 100 pages of documents, including but not limited, copies of Plaintiff's hiring
3 documents, payroll and time records and performance reviews. Class Counsel reviewed and analyzed
4 the documents and believes the documents support Plaintiff's claim that Defendant miscalculated the
5 regular rate of pay for purposes of overtime compensation, furnished inaccurate wage statements,
6 maintained unlawful meal and rest period policies and practices that failed to provide duty free meal
7 and rest periods, and failed to pay all wages when due. Shortly thereafter, Class Counsel summarized
8 the known factual and legal issues in the PAGA Notice addressed to the LWDA. Several months later,
9 Class Counsel filed this action.

10 22. Following the Initial Status Conference, Class Counsel prepared extensive written
11 discovery. However, prior to serving the written discovery, the Parties agreed to mediate the action. To
12 prepare for mediation, Class Counsel requested several documents and data points to further evaluate
13 Plaintiff's claims and Defendant's potential liability exposure to the Class Members. In response to
14 Class Counsel's request, Defendant produced a sample of time and payroll records, aggregate
15 workweek and pay period data for the Class, full and complete copies of applicable handbooks
16 containing, *inter alia*, compensation, timekeeping, and meal and rest period policies.

17 23. Class Counsel then retained the business valuation, asset appraisal and litigation
18 consultants at Berger Consulting Group ("Berger") to analyze Defendant's time and payroll data. Berger
19 provides data analysis and damage modeling consulting services specializing in wage and hour class
20 actions. Berger's team of financial and data analysts are credentialed and experienced experts in their
21 fields and have provided their expertise on thousands of cases. Stated differently, Berger is uniquely
22 qualified to analyze Defendant's time and payroll data.

23 24. Berger analyzed Defendant's time and payroll data to assist in the development of various
24 damage models. Among other things, Berger determined the approximate number of work shift,
25 workweeks, pay periods, average rate of pay, average regular rate of pay, average length of shift and
26 average number of hours worked per week and pay period during the Class Period. Additionally, Berger
27 estimated the number of allegedly unpaid wages, missed, late or truncated meal and rest periods, the
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1 amount meal period premiums paid during the Class Period, and the amount of off-the-clock work
2 performed by the Class Members during the Class Period.

3 25. In advance of mediation, Class Counsel created a damage model predicated on Berger's
4 analysis. Class Counsel's models calculated Defendant's alleged and potential liability exposure while
5 accounting for the uncertainties of continued litigation. This damage model informed and guided Class
6 Counsel during the mediated settlement discussions.

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

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

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

25 28. On June 30, 2021, the Parties conducted a full-day mediation with Jeffrey Krivis, Esq., a
26 mediator of wage and hour class actions. Mediator Krivis helped to manage the Parties' expectations
27 and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial

1 progress with Mediator Krivis's assistance. Namely, the Parties exchanged information regarding their
2 respective claims and defenses, including their respective evaluations of the damages. After more than
3 eight hours of arm's length and adversarial negotiations, the mediation concluded with a settlement
4 after the Parties agreed to a Mediator's proposal. The amount of the service awards was not negotiated
5 until after the parties agreed to the Total Settlement Amount and many other terms. No action would
6 likely have been taken by Class Members individually, and no compensation would have been
7 recovered for them, but for Plaintiff's service on behalf of the Class.

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

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

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

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

25 32. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
26 Employees. I have extensive experience with wage and hour class and representative actions litigation
27 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,

1 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “5”** Some of the
2 major cases the Firm has undertaken are also set forth in **Exhibit “5.”**

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

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

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

11 **D. The Total Settlement Amount is Fair and Reasonable**

12 36. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
13 Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100
14 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91
15 Cal.App.4th at 250. While the Total Settlement Amount of Three Hundred Fifty Thousand Dollars and
16 Zero Cents (\$350,000.00) represents a discount on Defendant’s potential exposure if Plaintiff
17 established liability on all claims and was awarded the full amount of the estimated damages at trial,
18 this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk
19 that could award significantly less in damages than Plaintiff’s estimate and (2) any theoretical post-trial
20 recovery may require many more years of litigation, resulting in added fees and costs without any
21 guarantee of recovery for the Class.

22 37. As detailed at the time of preliminary approval, the Total Settlement Amount is fair and
23 reasonable considering the nature and magnitude of the claims being settled and the various potential
24 impediments to recovery. Class Counsel developed varied economic damages models measuring
25 Defendant’s liability exposure while accounting for the uncertainties of continued litigation. The
26 various models were informed by Class Counsel’s investigation, including the analysis of a significant
27 sample of time and payroll data. As detailed in greater depth during the preliminary approval process,
28

1 Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of
2 the Settlement Class. The Total Settlement Amount represents between approximately 10% and 11.7%
3 of Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

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

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

9 39. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
10 ignore the asserted defenses. If successful on any one its defenses, Defendant could defend the action
11 or, at least, drastically undercut Plaintiff's claims.

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

1 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
2 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
3 settlement.

4 41. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
5 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
6 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
7 drastically affect the value of Plaintiff's claims and, in fact, already has.

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

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

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44. Here, Plaintiff and Defendant negotiated a good faith PAGA Settlement in the amount of \$16,000 which is 4.5% of the Total Settlement Amount. As illustrated above, this amount falls well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Settlement (\$12,000) will be paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) to be distributed to the Aggrieved Employees, which is within the range of PAGA penalties approved by courts and should be approved.

8 45. Further on January 5, 2022, Class Counsel gave the LWDA notice of this Settlement and
9 proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with
10 the LWDA. On May 12, 2023, Plaintiff gave the LWDA notice of this motion seeking final approval
11 of this settlement.

12 I declare under the penalty of perjury under the laws of the State of California that the foregoing
13 is true and correct. Executed this 12th day of May 2023, at San Diego, California.

14 **JCL LAW FIRM, APC**

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade

EXHIBIT 1

JCL LAW FIRM, APC

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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

PEDRO RODRIGUEZ, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

R.M. PARKS PLACE, INC., a California
corporation; and DOES 1-50,
inclusive;

Defendants.

Case No.: STK-CV-UOE-2021-0006050

[Action Filed 07/07/2021]

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

Judge: Honorable Erin Guy Castillo
Dept.: 10B

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between plaintiff PEDRO RODRIGUEZ (hereinafter "Plaintiff"), an individual,
3 on behalf of the Settlement Class, and in his representative capacity on behalf of the State of
4 California and the Aggrieved Employees, and Defendant R. M. PARKS, INC. (which was
5 erroneously sued as "R.M. Parks Place, Inc." and is hereinafter referred to as "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit *Rodriguez v. R.M. Parks Place,*
8 *Inc.*, Santa Joaquin County Superior Court, Case No. STK-CU-UOE-2021-0006050,
9 filed July 7, 2021, and as amended by a First Amended Complaint filed on October
10 15, 2021.
- 11 B. "Aggrieved Employees" shall mean all truck drivers who are or previously were
12 employed by Defendant and performed work in California during the PAGA Period.
- 13 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
14 Class Action and Release of Claims.
- 15 D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
16 Shani Zakay of Zakay Law Group, APLC.
- 17 E. "Class Counsel Award" means the award of fees and expenses that the Court
18 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
19 and the Settlement Class in the Action, consisting of attorneys' fees not to exceed
20 one-third of the Gross Settlement Amount (i.e., \$58,333.33 out of \$175,000.00) *plus*
21 costs of up to \$15,000.00. Attorneys' fees will be divided equally between Class
22 Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 23 F. "Class Data" means information regarding Class Members that Defendant will in
24 good faith compile from its records and provide to the Settlement Administrator. It
25 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
26 Member's full name; last known address; Social Security Number; the total number
27 of workweeks and pay periods that each Class Member performed work for

1 Defendant during the Class Period, and the total number of PAGA Pay Periods for
2 each Class Member, if applicable.

3 G. "Class Members" or the "Class" means all truck drivers who are or previously were
4 employed by Defendant and performed work in California during Class Period.

5 H. "Class Period" means the period between July 7, 2017 to August 26, 2022.

6 I. "Class Representative Service Award" means the amount that the Court authorizes to
7 be paid to the Class Representative, in addition to his Individual Settlement Payment
8 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
9 in assisting with the prosecution of the Action and in exchange for executing a
10 General Release of claims including a Civil Code 1542 waiver from the named
11 Plaintiff, in an amount not to exceed \$7,500.00.

12 J. "Class Representative" shall mean Plaintiff PEDRO RODRIGUEZ.

13 K. "Court" means the Superior Court for the State of California, County of San Joaquin
14 (which is currently presiding over the Action) or such other court of competent
15 jurisdiction.

16 L. "Defendant" shall mean R. M. Parks, Inc.

17 M. "Effective Date" means the first date upon which all of the following events have
18 occurred:

- 19 1. this Agreement has been executed by all Parties and by Class Counsel and
20 Defense Counsel;
- 21 2. the Court has preliminarily approved the Settlement;
- 22 3. notice has been properly given to Class Members, providing them an
23 opportunity to opt out of the Class and Settlement as described in this
24 Agreement;
- 25 4. the Court has held a Final Fairness and Approval Hearing and entered the
26 Final Order and Judgment approving the Settlement; and,
- 27 5. the later of: (a) the date sixty (60) days after the entry of the Final Order and
28 Judgment, if no motions for reconsideration and no appeals or other efforts to obtain

1 review have been filed; or (b) in the event that a motion for reconsideration, an appeal
2 or other effort to obtain review of the Final Order and Judgment, the date sixty (60)
3 days after such reconsideration, appeal or review has been finally concluded. In this
4 regard, it is the intention of the Parties that the Effective Date of Settlement shall not
5 be a date before the Court's order approving the Settlement has become completely
6 final, and there is no timely recourse by any person who seeks to object to or otherwise
7 contest the Settlement.

8 N. "Funding Date" shall mean fourteen (14) calendar days after the Effective Date and
9 is the date Defendant transfers the Gross Settlement Amount into the QSF in accord
10 with the terms of this Agreement.

11 O. "Gross Settlement Amount" means One Hundred Seventy-Five Thousand Dollars
12 (\$175,000.00) that Defendant must pay into the QSF in connection with this
13 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
14 Representative Service Award, the Class Counsel Award, PAGA Settlement and the
15 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,
16 if any, triggered by any payment under this Settlement.

17 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
18 Amount to each Settlement Class Member and excludes any amounts distributed to
19 Aggrieved Employees pursuant to PAGA.

20 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
21 Counsel Award, Class Representative Service Award, PAGA Settlement, and
22 Settlement Administration Costs.

23 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
24 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
25 than formatting changes to facilitate printing by the Settlement Administrator).

26 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
27 Labor Code § 2698 *et seq.*

- 1 T. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
2 Employee Payment, as defined herein, means the number of pay periods of
3 employment during the PAGA Period that each Aggrieved Employee worked in
4 California.
- 5 U. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
6 for each Aggrieved Employee divided by the sum total of the pay periods for all
7 Aggrieved Employees during the PAGA Period.
- 8 V. "PAGA Period" means the period between April 21, 2020 to August 26, 2022.
- 9 W. "PAGA Settlement" shall mean Eight Thousand Dollars (\$8,000.00) to be allocated
10 from the Gross Settlement Amount of which Seventy-Five Percent (75%) shall be
11 paid to the LWDA ("LWDA Payment") and the remaining Twenty-Five Percent
12 (25%) paid to the Aggrieved Employees ("Aggrieved Employee Payment").
- 13 X. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
14 Plaintiff or Defendant, individually.
- 15 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
16 by the sum total Workweeks for all Class Members.
- 17 Z. "Plaintiff" shall mean PEDRO RODRIGUEZ.
- 18 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
19 by the Settlement Administrator to fund the Gross Settlement Amount.
- 20 BB. "Released Class Claims" means any and all claims, debts, liabilities, demands,
21 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or
22 causes of action of whatever kind or nature, contingent or accrued, that are alleged,
23 reasonably related to, or which were or could have reasonably been alleged based on
24 or arising out of the facts and allegations alleged in the operative complaint at the
25 time the Court enters an order preliminarily approving the Settlement which occurred
26 during the Class Period, but expressly excluding all other claims for vested benefits,
27 wrongful termination, unemployment insurance, disability, social security, workers'

1 compensation, PAGA claims, which are separately released hereinbelow, and class
2 claims outside of the Class Period.

3 CC. "Released PAGA Claims" means any and all PAGA claims, liabilities, demands,
4 obligations, penalties, costs, expenses, attorney's fees, action or causes of action of
5 whatever kind or nature, contingent or accrued, for civil penalties pursuant to PAGA,
6 that are alleged in the operative complaint at the time the Court enters an order
7 preliminarily approving this Settlement and Plaintiff's PAGA notice to the LWDA
8 which occurred during the PAGA Period, but expressly excluding all other claims for
9 vested benefits, wrongful termination, unemployment insurance, disability, social
10 security, workers' compensation, and class claims outside of the PAGA Period.

11 DD. "Released Parties" means Defendant R. M. Parks, Inc., R.M. Parks Place, Inc., and
12 any of their former and present parents, subsidiaries, affiliates, divisions, corporations
13 in common control, predecessors, successors, and assigns, as well as all past and
14 present officers, directors, employees (who are not also Class Members), partners,
15 shareholders and agents, attorneys, insurers, and any other successors, assigns, or
16 legal representatives.

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

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

21 GG. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
22 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
23 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
24 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
25 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
26 of Settlement Class Members. The Settlement Administrator shall maintain the funds
27 until distribution in an account(s) segregated from the assets of Defendant and any

1 person related to Defendant. *All accrued interest shall be paid and distributed to the*
2 *Settlement Class Members as part of their respective Individual Settlement*
3 *Payment.*

4 HH. "Settlement Class Members" or "Settlement Class" means all Class Members who
5 have not submitted a timely and valid request for exclusion by the Response Deadline
6 as provided in this Agreement.

7 II. "Workweeks", for purposes of calculating the distribution of the Net Settlement
8 Amount, means the number of weeks of employment during the Class Period that
9 each Class Member was employed by Defendant in California, excluding weeks
10 during which the Class Member did not perform any work for Defendant.

11 **II. RECITALS**

12 A. On April 21, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce
13 Development Agency (LWDA) and served the same on Defendant.

14 B. On July 7, 2021, Plaintiff filed the class action lawsuit for:

- 15 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 16 2. Failure to pay minimum wages in violation of California Labor Code sections
17 1194, 1197 and 1197.1;
- 18 3. Failure to pay overtime wages in violation of California Labor Code sections
19 510 *et seq*;
- 20 4. Failure to provide required meal periods in violation of California Labor Code
21 sections 226.7 and 512 and the applicable IWC wage order;
- 22 5. Failure to provide required rest periods in violation of California Labor Code
23 sections 226.7 and 512 and the applicable IWC wage order;
- 24 6. Failure to reimburse employees for required expenses in violation of
25 California Labor Code section 2802;
- 26 7. Failure to provide accurate itemized wage statements in violation of California
27 Labor Code section 226;

1 8. Failure to provide wages when due in violation of California Labor Code
2 sections 201, 202 and 203; and

3 9. Violation of the Private Attorneys General Act [Labor Code section 2698].

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. Defendant denies any liability or wrongdoing of any kind associated with the claims
10 alleged in the Action, disputes any wages, damages and penalties claimed by the
11 Class Representative are owed, and further contends that, for any purpose other than
12 settlement, the Action is not appropriate for class or representative action treatment.
13 Defendant contends, 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 conducted
16 an investigation into the facts relevant to the Action, including conducting an
17 independent investigation as to the allegations, reviewing documents and
18 information exchanged through informal discovery, and reviewing documents and
19 information provided by Defendant pursuant to informal requests for information to
20 prepare for mediation. Based on their own independent investigation and
21 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
22 fair, reasonable and adequate, and is in the best interest of the Settlement Class in
23 light of all known facts and circumstances, including the risks of significant delay,
24 defenses asserted by Defendant, uncertainties regarding class certification, and
25 numerous potential appellate issues. Although it denies any liability, Defendant is
26 agreeing to this Settlement solely to avoid the inconveniences and cost of further
27

litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

F. On June 27, 2022, the Parties participated in mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and experienced mediator of wage and hour class and PAGA actions. The mediation concluded a settlement after the Parties agreed to a Mediator's Proposal which was memorialized in the form of a Memorandum of Understanding ("MOU").

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

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

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

- 1 1. Settlement Consideration. In full and complete settlement of the Action, and
2 in exchange for the releases set forth below, Defendant will pay the sum of
3 the Individual Settlement Payment, the Class Representative Service Award,
4 the Class Counsel Award, PAGA Settlement, and the Settlement
5 Administration Costs, as specified in this Agreement, equal to the Gross
6 Settlement Amount of One Hundred Seventy-Five Thousand Dollars
7 (\$175,000.00). The Parties agree that this is a non-reversionary Settlement and
8 that no portion of the Gross Settlement Amount shall revert to Defendant.
9 Other than the Defendant's share of employer payroll taxes and as provided
10 for in Section III(A)(2) below, if any, Defendant shall not be required to pay
11 more than the Gross Settlement Amount.
- 12 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
13 Class was comprised of 65 individuals who collectively worked
14 approximately 6,500 Workweeks ("Projected Workweeks") during the Class
15 Period. In regard hereto, Defendant will provide a declaration under penalty
16 of perjury before the deadline for filing the motion for preliminary approval
17 of the settlement, confirming the number of Class Members and Workweeks
18 they worked during the Class Period. If the actual workweek number increases
19 by more than 10% of the estimate herein, the Settlement Amount will increase
20 proportionally for the number of workweeks over 110% of 6,500 (For
21 example, if the actual workweek number is 12% greater than 6,500, the
22 Settlement Amount will increase by 2%).
- 23 3. Settlement Payment. Defendant shall pay the Gross Settlement Amount to the
24 Settlement Administrator on the Funding Date.
- 25 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
26 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
27 together with the Gross Settlement Amount. The Settlement Administrator
28

1 shall be responsible for calculating and remitting Defendant's share of
2 employer side payroll taxes.

3 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
4 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members,
5 on behalf of themselves and their respective former and present representatives,
6 agents, attorneys, heirs, administrators, successors and assigns, release the Released
7 Parties from the Released Class Claims for the Class Period.

8 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
9 consideration set forth in this Agreement, the Plaintiff and the Aggrieved Employees,
10 on behalf of themselves and their respective former and present representatives,
11 agents, attorneys, heirs, administrators, successors and assigns, along with the LWDA
12 and the State of California, release the Released Parties from the PAGA Released
13 Claims for the PAGA Period.

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

1 California Fair Employment and Housing Act, the California Family Rights Act, the
2 Family Medical Leave Act, California's Whistleblower Protection Act, California
3 Business & Professions Code Section 17200 et seq., and any and all claims arising
4 under any federal, state or other governmental statute, law, regulation or ordinance.
5 Plaintiff also waives and relinquishes any and all claims, rights or benefits that he
6 may have under California Civil Code § 1542, which provides as follows:

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

14
15 Thus, notwithstanding the provisions of section 1542, and to implement a full and
16 complete release and discharge of the Defendant, Plaintiff expressly acknowledges
17 this Settlement Agreement is intended to include in its effect, without limitation, all
18 claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of
19 signing this Settlement Agreement, and that this Settlement Agreement contemplates
20 the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
21 Settlement Agreement, including this waiver of California Civil Code section 1542,
22 and that Plaintiff has consulted with or had the opportunity to consult with counsel of
23 Plaintiff's choosing about this Settlement Agreement and specifically about the
24 waiver of section 1542, and that Plaintiff understands this Settlement Agreement and
25 the section 1542 waiver, and so Plaintiff freely and knowingly enters into this
26 Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover
27 facts different from or in addition to those Plaintiff now knows or believes to be true
28

1 regarding the matters released or described in this Settlement Agreement, and even so
2 Plaintiff agrees that the releases and agreements contained in this Settlement
3 Agreement shall remain effective in all respects notwithstanding any later discovery
4 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
5 mistake in connection with the true facts involved in the matters, disputes, or
6 controversies released or described in this Settlement Agreement or with regard to any
7 facts now unknown to Plaintiff relating thereto.

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

- 10 1. The Court enters an order granting preliminary approval of the Settlement;
- 11 2. The Court enters an order granting final approval of the Settlement and a Final
12 Judgment;
- 13 3. If an objector appears at the final approval hearing, the time for appeal of the
14 Final Judgment and Order Granting Final Approval of Class Action
15 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
16 any appeal from the Judgment and Order Granting Final Approval of Class
17 Action Settlement; and
- 18 4. Defendant fully funds the Gross Settlement Amount.

19 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
20 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
21 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
22 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
23 fully fund the Gross Settlement Amount:

- 24 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
25 and shall not be admissible in any judicial, administrative or arbitral
26 proceeding for any purpose or with respect to any issue, substantive or
27 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 Actions, including with respect to the issue of class certification.
4. If Defendant fails to fully fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

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

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

obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employee Payments of the PAGA Settlement.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments

1 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
2 mailing the Notice Packets to the Class Members as directed by the Court; receiving
3 and reporting the objections and requests for exclusion; calculating, deducting and
4 remitting all legally required taxes from Individual Settlement Payments and
5 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
6 Settlement Payments and/or Aggrieved Employee Payments of the PAGA Settlement;
7 processing and mailing tax payments to the appropriate state and federal taxing
8 authorities; providing declaration(s) as necessary in support of preliminary and/or final
9 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
10 orders the Settlement Administrator to perform. The Settlement Administrator shall
11 keep the Parties timely apprised of the performance of all Settlement Administrator
12 responsibilities by among other things, sending a weekly status report to the Parties'
13 counsel stating the date of the mailing, the of number of Elections Not to Participate
14 in Settlement it receives (including the numbers of valid and deficient), and number of
15 objections received.

16 L. Notice Procedure.

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

21 2. Notice Packets.

22 a) The Notice Packet shall contain the Notice of Class Action Settlement
23 in a form substantially similar to the form attached as Exhibit A. The
24 Notice of Class Action Settlement shall inform Class Members and
25 Aggrieved Employees that they need not do anything in order to
26 receive an Individual Settlement Payment and/or Aggrieved
27 Employees' individual shares of the PAGA Settlement and to keep the
28

1 Settlement Administrator apprised of their current mailing address, to
2 which the Individual Settlement Payments and/or Aggrieved
3 Employee Payments of the PAGA Settlement will be mailed following
4 the Funding Date. The Notice of Class Action Settlement shall set
5 forth the release to be given by all members of the Class who do not
6 request to be excluded from the Settlement Class and/or Aggrieved
7 Employees' in exchange for an Individual Settlement Payment and/or
8 Aggrieved Employee Payments of the PAGA Settlement, the number
9 of Workweeks worked by each Class Member during the Class Period
10 and PAGA Period, if any, and the estimated amount of their Individual
11 Settlement Payment if they do not request to be excluded from the
12 Settlement and each Aggrieved Employee's share of the PAGA
13 Settlement, if any. The Settlement Administrator shall use the Class
14 Data to determine Class Members' Workweeks and PAGA Pay
15 Periods. The Notice will also advise the Aggrieved Employees that
16 they will release the Released PAGA Claims and will receive their
17 share of the PAGA Settlement regardless of whether they request to
18 be excluded from the Settlement.

19 b) The Notice Packet's mailing envelope shall include the following
20 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
21 ENTITLED TO PARTICIPATE IN A CLASS ACTION
22 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
23 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
24 NOTICE."

25 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
26 Settlement Administrator will perform a search based on the National Change
27 of Address Database to update and correct any known or identifiable address
28

1 changes. No later than fourteen (14) calendar days after receiving the Class
2 Data from Defendant, the Settlement Administrator shall mail copies of the
3 Notice Packet to all Class Members via regular First-Class U.S. Mail. The
4 Settlement Administrator shall exercise its best judgment to determine the
5 current mailing address for each Class Member. The address identified by the
6 Settlement Administrator as the current mailing address shall be presumed to
7 be the best mailing address for each Class Member.

8 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
9 Administrator as undeliverable or non-delivered on or before the Response
10 Deadline shall be re-mailed to any forwarding address provided. If no
11 forwarding address is provided, the Settlement Administrator shall promptly
12 attempt to determine a correct address by lawful use of skip-tracing, or other
13 search using the name, address and/or Social Security number of the Class
14 Member involved, and shall then perform a re-mailing, if another mailing
15 address is identified by the Settlement Administrator. Class Members who
16 received a re-mailed Notice Packet shall have their Response Deadline
17 extended fifteen (15) days from the original Response Deadline.

18 5. Disputes Regarding Individual Settlement Payments. The Class Data
19 provided by Defendant shall be deemed accurate and complete; however,
20 Class Members will have the opportunity, should they disagree with
21 Defendant's records regarding the start and end dates of employment to
22 provide documentation and/or an explanation to show contrary dates. If there
23 is a dispute, the Settlement Administrator will consult with the Parties to
24 determine whether an adjustment is warranted. The Settlement Administrator
25 shall determine the eligibility for, and the amounts of, any Individual
26 Settlement Payments under the terms of this Agreement. The Settlement
27 Administrator's determination of the eligibility for and amount of any
28

1 Individual Settlement Payment shall be binding upon the Class Member and
2 the Parties. Any adjustments to Individual Settlement Payments made
3 pursuant to this section shall be apportioned from the Net Settlement Amount
4 and shall under no circumstance require Defendant to contribute additional
5 monies above and beyond the Gross Settlement Amount.

6 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
7 by the Settlement Administrator concerning the administration of the
8 Settlement will be resolved by the Court under the laws of the State of
9 California. Before any such involvement of the Court, counsel for the Parties
10 will confer in good faith to resolve the disputes without the necessity of
11 involving the Court.

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

1 Payment, if any. The Settlement Administrator shall use the Class Data to
2 determine Class Members' Workweeks and PAGA Pay Periods. The Notice
3 will also advise the Aggrieved Employees that they will release the Released
4 PAGA Claims and will receive their share of the PAGA Settlement regardless
5 of whether they request to be excluded from the Settlement.

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

1 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
2 the Gross Settlement Amount on or before the Funding Date, plus any employer's
3 share of payroll taxes, if any, as mandated by law within the time specified herein.

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

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

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated as follows: 10% as wages ("Wage
3 Portion"); 90% as penalties and interest ("Non-Wage Portion"). The Wage
4 Portion is subject to wage withholdings and shall be reported on IRS Form W-
5 2. The Non-Wage Portion shall not be subject to wage withholdings and shall
6 be reported on IRS Form 1099.
- 7 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
8 Employee Payments shall be allocated and treated as 100% penalties and shall
9 be reported on IRS Form 1099.
- 10 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
11 individual shares of the PAGA Settlement made to Settlement Class Members
12 and/or Aggrieved Employees under this Settlement Agreement, as well as any
13 other payments made pursuant to this Settlement Agreement, will not be
14 utilized to calculate any additional benefits under any benefit plans to which
15 any Class Members may be eligible, including, but not limited to profit-
16 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
17 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
18 Parties' intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Class Members may be entitled under
20 any benefit plans.
- 21 6. All monies received by Settlement Class Members under the Settlement which
22 are attributable to wages shall constitute income to such Settlement Class
23 Members solely in the year in which such monies actually are received by the
24 Settlement Class Members. It is the intent of the Parties that Individual
25 Settlement Payments and individual shares of the PAGA Settlement provided
26 for in this Settlement agreement are the sole payments to be made by Defendant
27 to Settlement Class Members and/or Aggrieved Employees in connection with
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1 this Settlement Agreement, with the exception of Plaintiff, and that the
2 Settlement Class Members and/or Aggrieved Employees are not entitled to any
3 new or additional compensation or benefits as a result of having received the
4 Individual Settlement Payments and/or their shares of the PAGA Settlement.

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

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

24 9. Class Representative Service Award. In addition to the Individual Settlement
25 Payment and his Aggrieved Employee Payment , Plaintiff will apply to the
26 Court for an award of not more than \$7,5000.00, as the Class Representative
27 Service Award. Defendant does not presently intend to oppose a Class
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1 Representative Service Award of not more than \$7,500.00 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 any and all applicable taxes on
12 his Class Representative Service Award and shall hold harmless the
13 Defendant from any claim or liability for taxes, penalties, or interest arising
14 as a result of the Class Representative Service Award. The Class
15 Representative Service Award shall be in addition to Plaintiff's Individual
16 Settlement Payment as a Settlement Class Member. Approval of this
17 Settlement shall not be conditioned on Court approval of the requested amount
18 of the Class Representative Service Award. If the Court reduces or does not
19 approve the requested Class Representative Service Award, Plaintiff shall not
20 have the right to revoke the Settlement, and it will remain binding.

- 21 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
22 attorneys' fees not to exceed one-third of the Gross Settlement Amount
23 currently estimated to be \$58,333.33, plus costs and expenses supported by
24 declaration not to exceed Fifteen Thousand Dollars (\$15,000), from the Gross
25 Settlement Amount will be filed. Any portion of the requested Class Counsel
26 Award that is not awarded to Class Counsel shall be part of the Net Settlement
27 Amount and shall be distributed to Settlement Class Members as provided in
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1 this Agreement. The Settlement Administrator shall allocate and pay the
2 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
3 later than fifteen (15) calendar days after the Funding Date. Class Counsel
4 shall be solely and legally responsible to pay all applicable taxes on the
5 payment made pursuant to this paragraph. The Settlement Administrator shall
6 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
7 pursuant to this paragraph. If the Court reduces or does not approve the
8 requested Class Counsel Award, Plaintiff and Class Counsel shall not have
9 the right to revoke the Settlement, or to appeal such order, and the Settlement
10 will remain binding.

11 11. PAGA Settlement. Eight Thousand Dollars (\$8,000.00) shall be allocated
12 from the Gross Settlement Amount for settlement of claims for civil penalties
13 under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The
14 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
15 Settlement (\$6,000.00) to the California Labor and Workforce Development
16 Agency no later than fifteen (15) calendar days after the Funding Date
17 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
18 Settlement (\$2,000.00) will be distributed to the Aggrieved Employees as
19 described in this Agreement (hereinafter "Aggrieved Employee Payment").
20 For purposes of distributing the PAGA Settlement to the Aggrieved
21 Employees, each Aggrieved Employee shall receive their pro-rata share of the
22 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
23 above.

24 12. Settlement Administration Costs. The Settlement Administrator shall be paid
25 for the costs of administration of the Settlement from the Gross Settlement
26 Amount. The estimate of the Settlement Administration Costs is \$6,000.00.
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1 The Settlement Administrator shall be paid the Settlement Administration
2 Costs no later than fifteen (15) calendar days after the Funding Date.

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

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

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

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

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

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

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

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

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

- 1 T. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Class Counsel from including publicly available information regarding this settlement
7 in future judicial submissions regarding Class Counsel's qualifications and experience.
8 Further, Class Counsel will not include, reference or use the Settlement Agreement for
9 any marketing or promotional purposes, either before or after the Motion for
10 Preliminary Approval is filed.
- 11 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 W. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same
17 instrument provided that counsel for the Parties to this Agreement shall exchange
18 among themselves copies or originals of the signed counterparts.
- 19 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
20 is a fair, adequate and reasonable settlement of this Action and have arrived at this
21 Settlement after extensive arms-length negotiations, taking into account all relevant
22 factors, present and potential.
- 23 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
24 respect to the interpretation, implementation and enforcement of the terms of this
25 Agreement and all orders and judgments entered in connection therewith, and the
26 Parties and their counsel submit to the jurisdiction of the Court for purposes of
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1 interpreting, implementing and enforcing the settlement and all orders and judgments
2 entered in connection with this Agreement.

3 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
4 the Court shall first attempt to construe the provisions valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this
6 Agreement valid and enforceable.

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

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

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

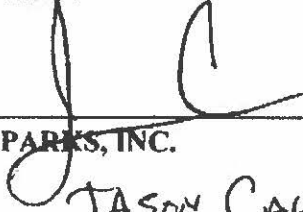
3
4 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

5 DATED: Sep 21, 2022

6 
Pedro Rodriguez (Sep 21, 2022 00:50 PDT)
PEDRO RODRIGUEZ

7
8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

9
10 DATED: 1/4/2023

11 
R.M. PARKS, INC.

12 JASON CALLISON

13 Printed Name

14 Vice President
15 Title

16
17 IT IS SO AGREED AS TO FORM BY COUNSEL:

18 DATED: September 21, 2022

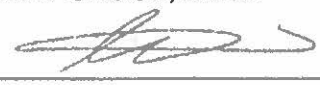
JCL LAW FIRM, A.P.C.

19 By: 

20 Attorneys for Plaintiff and the Settlement Class
21 Members

22
23 DATED: September 21, 2022

ZAKAY LAW GROUP, APLC

24 By: 

25 Attorneys for Plaintiff and the Settlement Class
26 Members

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DATED: 4 January 2023

K.P. ROBERTS & ASSOCIATES

By: 
Michael Smith, Esq.
Attorneys for Defendant

EXHIBIT A

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

*(Rodriguez v. R.M. Parks Place, Inc., San Joaquin County Superior Court
Case No. STK-CV-UOE-2021-6050)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Joaquin (the “Court”) has been reached between Plaintiff Pedro Rodriguez (“Plaintiff”) and Defendant R.M. Parks Place, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All truck drivers who are or previously were employed by Defendant and performed work in California during Class Period

The “Class Period” is the period of time running from July 7, 2017 to August 26, 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 July 7, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Joaquin. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (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 reimburse employees for required expenses in violation of California Labor Code § 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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

On June 27, 2022, the Parties participated in an all-day mediation with Hon. Carl J. West (Ret.) a respected jurist and an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement after the Parties agreed to a Mediator's Proposal which was memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) (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, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$6,000.00 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 \$58,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$15,000 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 Award of up to Seven Thousand Five Hundred Dollars (\$7,500.00) 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 \$8,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$6,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,000.00 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 Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, the Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.
- 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 truck drivers who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between April 21, 2020 to August 26, 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. 10% 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. 90% 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 Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released by Settlement Class members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all class claims which were or could have reasonably been alleged based on the facts and allegations alleged in the operative complaint at the time the Court enters an order preliminarily approving the Settlement which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

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 Defendant, 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 which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (July 7, 2017 to August 26, 2022).

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

Defendant's records reflect that you have << ____ >> pay periods worked during the PAGA Period (April 21, 2020 to August 26, 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 to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit **entitled *Rodriguez v. R.M. Parks Place, Inc., San Joaquin County Superior Court, Case No. STK-CU-UOE-2021-6050***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Rodriguez v. R.M. Parks Place, Inc., San Joaquin County Superior Court, Case No. STK-CU-UOE-2021-6050***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
[Website: www.zakaylaw.com](http://www.zakaylaw.com)

Counsel for Defendant:

Michael Smith, Esq.
Ryan P. Tish, Esq.
K.P. Roberts & Associates, APLC
6355 Topanga Canyon Boulevard,
Suite 403
Woodland Hills, CA 91367
Tel.: (818) 888-3553
Fax: (818) 888-2686
E-Mail: msmith@kprlawinc.com
rtish@kprlawinc.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on**, at the San Joaquin County Superior Court, Department 10B, located 180 E. Weber Ave., Suite 200, Stockton, CA 95202 before Judge Erin Guy Castillo. 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 **Rodriguez v. R.M. Parks Place, Inc., San Joaquin County Superior Court, Case No. STK-CU-UOE-2021-6050**, 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 such event, 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

10B
2/28

Filed FEB 28 2023
BRANDON E. RILEY, CLERK
By [Signature] DEPUTY

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Attorneys for Plaintiff PEDRO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN

PEDRO RODRIGUEZ on behalf of himself
and on behalf of all persons similarly situated;

Plaintiff,

v.

R.M. PARKS, INC. (erroneously sued as R.M.
Parks Place, Inc.), a California corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2021-6050

~~PROPOSED~~ ^{Fac} ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT

Date: Feb 28, 2023

Time: 9:00 a.m.

Judge: Hon. Erin Guy Castillo

Dept.: 10B

JAN 06 2023

1 This matter having come before the Honorable Judge Erin Guy Castillo of the Superior Court of
2 the State of California, in and for the County of San Joaquin, at 9:00 a.m. on _____, 2023,
3 with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay
4 Law Group, APLC as counsel for plaintiff PEDRO RODRIGUEZ ("Plaintiff"), and Michael Smith,
5 Esq. of K.P Roberts & Associates, APLC, appearing for Defendant R.M. PARKS INC., a California
6 corporation (hereinafter "Defendant"). The Court, having carefully considered the briefs, argument of
7 counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS
8 Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct
12 copy of which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the
13 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
14 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is One Hundred Seventy-Five Thousand Dollars (\$175,000.00). It appears to the
19 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
20 to all Class Members when balanced against the probable outcome of further litigation relating to
21 certification, liability, and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
23 further appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28

reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross Settlement Amount, currently estimated at Fifty-Eight Thousand and Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$58,333.33), plus reimbursement of actually incurred litigation cost in an amount of up to Fifteen Thousand Dollars (\$15,000), and proposed Class Representative Service Award to the Class Representative, Pedro Rodriguez, in an amount of not more than Seven Thousand, Five Hundred Dollars (\$7,500). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or the Class Representative Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

All truck drivers who are or previously were employed by Defendant and performed work in California between July 7, 2017, to August 26, 2022.

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in his individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints plaintiff PEDRO RODRIGUEZ as the representative
4 of the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
6 APC, and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class
8 Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that the notice appears to fully
9 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
10 proposed Settlement, including the right of any Class Member to be excluded from the Class by
11 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
12 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
13 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
14 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
15 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
16 set forth in the Agreement.

17 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within ten
18 (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement
19 Administrator with the Class Data, including information regarding Class Members that Defendant will
20 in good faith compile from its records, including each Class Member’s full name; last known mailing
21 address; Social Security Number; and number of Class Period Workweeks and PAGA Pay Periods. No
22 later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement
23 Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S.
24 Mail.

25 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
26 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
27 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
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1 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
2 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
3 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
4 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
5 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
6 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
7 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
8 by all determinations of the Court, the Agreement, and Judgment.

9 13. Any Class Member who has not opted out may appear at the final approval hearing and
10 may object or express the Class Member's views regarding the Settlement and may present evidence
11 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
12 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
13 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
14 Settlement Administrator.

15 14. A final approval hearing shall be held before this Court on _____ at
16 _____ AM/PM in Department 10B of the San Joaquin County Superior Court to determine all
17 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
18 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
19 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
20 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
21 reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service
22 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
23 and the Motion for Class Counsel Award and Class Representative Service Award shall be filed with
24 the Court and served on all counsel within twenty-eight (28) days following the expiration of the
25 Response Deadline.

26 15. In the event the Settlement does not become effective in accordance with the terms of the
27 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become

1 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
2 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
3 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
4 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
5 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
6 is not approved.

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

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13 Dated: FEB 28 2023



14 JUDGE OF THE SUPERIOR COURT
15 ERIN GUY CASTILLO
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EXHIBIT 1

JCL LAW FIRM, APC

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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

PEDRO RODRIGUEZ, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

R.M. PARKS PLACE, INC., a California
corporation; and DOES 1-50,
inclusive;

Defendants.

Case No.: STK-CV-UOE-2021-0006050

[Action Filed 07/07/2021]

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

Judge: Honorable Erin Guy Castillo
Dept.: 10B

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between plaintiff PEDRO RODRIGUEZ (hereinafter "Plaintiff"), an individual,
3 on behalf of the Settlement Class, and in his representative capacity on behalf of the State of
4 California and the Aggrieved Employees, and Defendant R. M. PARKS, INC. (which was
5 erroneously sued as "R.M. Parks Place, Inc." and is hereinafter referred to as "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit *Rodriguez v. R.M. Parks Place,*
8 *Inc.*, Santa Joaquin County Superior Court, Case No. STK-CU-UOE-2021-0006050,
9 filed July 7, 2021, and as amended by a First Amended Complaint filed on October
10 15, 2021.
- 11 B. "Aggrieved Employees" shall mean all truck drivers who are or previously were
12 employed by Defendant and performed work in California during the PAGA Period.
- 13 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
14 Class Action and Release of Claims.
- 15 D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
16 Shani Zakay of Zakay Law Group, APLC.
- 17 E. "Class Counsel Award" means the award of fees and expenses that the Court
18 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
19 and the Settlement Class in the Action, consisting of attorneys' fees not to exceed
20 one-third of the Gross Settlement Amount (i.e., \$58,333.33 out of \$175,000.00) *plus*
21 costs of up to \$15,000.00. Attorneys' fees will be divided equally between Class
22 Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 23 F. "Class Data" means information regarding Class Members that Defendant will in
24 good faith compile from its records and provide to the Settlement Administrator. It
25 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
26 Member's full name; last known address; Social Security Number; the total number
27 of workweeks and pay periods that each Class Member performed work for

1 Defendant during the Class Period, and the total number of PAGA Pay Periods for
2 each Class Member, if applicable.

3 G. "Class Members" or the "Class" means all truck drivers who are or previously were
4 employed by Defendant and performed work in California during Class Period.

5 H. "Class Period" means the period between July 7, 2017 to August 26, 2022.

6 I. "Class Representative Service Award" means the amount that the Court authorizes to
7 be paid to the Class Representative, in addition to his Individual Settlement Payment
8 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
9 in assisting with the prosecution of the Action and in exchange for executing a
10 General Release of claims including a Civil Code 1542 waiver from the named
11 Plaintiff, in an amount not to exceed \$7,500.00.

12 J. "Class Representative" shall mean Plaintiff PEDRO RODRIGUEZ.

13 K. "Court" means the Superior Court for the State of California, County of San Joaquin
14 (which is currently presiding over the Action) or such other court of competent
15 jurisdiction.

16 L. "Defendant" shall mean R. M. Parks, Inc.

17 M. "Effective Date" means the first date upon which all of the following events have
18 occurred:

- 19 1. this Agreement has been executed by all Parties and by Class Counsel and
20 Defense Counsel;
- 21 2. the Court has preliminarily approved the Settlement;
- 22 3. notice has been properly given to Class Members, providing them an
23 opportunity to opt out of the Class and Settlement as described in this
24 Agreement;
- 25 4. the Court has held a Final Fairness and Approval Hearing and entered the
26 Final Order and Judgment approving the Settlement; and,
- 27 5. the later of: (a) the date sixty (60) days after the entry of the Final Order and
28 Judgment, if no motions for reconsideration and no appeals or other efforts to obtain

1 review have been filed; or (b) in the event that a motion for reconsideration, an appeal
2 or other effort to obtain review of the Final Order and Judgment, the date sixty (60)
3 days after such reconsideration, appeal or review has been finally concluded. In this
4 regard, it is the intention of the Parties that the Effective Date of Settlement shall not
5 be a date before the Court's order approving the Settlement has become completely
6 final, and there is no timely recourse by any person who seeks to object to or otherwise
7 contest the Settlement.

8 N. "Funding Date" shall mean fourteen (14) calendar days after the Effective Date and
9 is the date Defendant transfers the Gross Settlement Amount into the QSF in accord
10 with the terms of this Agreement.

11 O. "Gross Settlement Amount" means One Hundred Seventy-Five Thousand Dollars
12 (\$175,000.00) that Defendant must pay into the QSF in connection with this
13 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
14 Representative Service Award, the Class Counsel Award, PAGA Settlement and the
15 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,
16 if any, triggered by any payment under this Settlement.

17 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
18 Amount to each Settlement Class Member and excludes any amounts distributed to
19 Aggrieved Employees pursuant to PAGA.

20 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
21 Counsel Award, Class Representative Service Award, PAGA Settlement, and
22 Settlement Administration Costs.

23 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
24 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
25 than formatting changes to facilitate printing by the Settlement Administrator).

26 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
27 Labor Code § 2698 *et seq.*

- 1 T. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
2 Employee Payment, as defined herein, means the number of pay periods of
3 employment during the PAGA Period that each Aggrieved Employee worked in
4 California.
- 5 U. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
6 for each Aggrieved Employee divided by the sum total of the pay periods for all
7 Aggrieved Employees during the PAGA Period.
- 8 V. "PAGA Period" means the period between April 21, 2020 to August 26, 2022.
- 9 W. "PAGA Settlement" shall mean Eight Thousand Dollars (\$8,000.00) to be allocated
10 from the Gross Settlement Amount of which Seventy-Five Percent (75%) shall be
11 paid to the LWDA ("LWDA Payment") and the remaining Twenty-Five Percent
12 (25%) paid to the Aggrieved Employees ("Aggrieved Employee Payment").
- 13 X. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
14 Plaintiff or Defendant, individually.
- 15 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided
16 by the sum total Workweeks for all Class Members.
- 17 Z. "Plaintiff" shall mean PEDRO RODRIGUEZ.
- 18 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
19 by the Settlement Administrator to fund the Gross Settlement Amount.
- 20 BB. "Released Class Claims" means any and all claims, debts, liabilities, demands,
21 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or
22 causes of action of whatever kind or nature, contingent or accrued, that are alleged,
23 reasonably related to, or which were or could have reasonably been alleged based on
24 or arising out of the facts and allegations alleged in the operative complaint at the
25 time the Court enters an order preliminarily approving the Settlement which occurred
26 during the Class Period, but expressly excluding all other claims for vested benefits,
27 wrongful termination, unemployment insurance, disability, social security, workers'

1 compensation, PAGA claims, which are separately released hereinbelow, and class
2 claims outside of the Class Period.

3 CC. "Released PAGA Claims" means any and all PAGA claims, liabilities, demands,
4 obligations, penalties, costs, expenses, attorney's fees, action or causes of action of
5 whatever kind or nature, contingent or accrued, for civil penalties pursuant to PAGA,
6 that are alleged in the operative complaint at the time the Court enters an order
7 preliminarily approving this Settlement and Plaintiff's PAGA notice to the LWDA
8 which occurred during the PAGA Period, but expressly excluding all other claims for
9 vested benefits, wrongful termination, unemployment insurance, disability, social
10 security, workers' compensation, and class claims outside of the PAGA Period.

11 DD. "Released Parties" means Defendant R. M. Parks, Inc., R.M. Parks Place, Inc., and
12 any of their former and present parents, subsidiaries, affiliates, divisions, corporations
13 in common control, predecessors, successors, and assigns, as well as all past and
14 present officers, directors, employees (who are not also Class Members), partners,
15 shareholders and agents, attorneys, insurers, and any other successors, assigns, or
16 legal representatives.

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

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

21 GG. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
22 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
23 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
24 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
25 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
26 of Settlement Class Members. The Settlement Administrator shall maintain the funds
27 until distribution in an account(s) segregated from the assets of Defendant and any

1 person related to Defendant. *All accrued interest shall be paid and distributed to the*
2 *Settlement Class Members as part of their respective Individual Settlement*
3 *Payment.*

4 HH. "Settlement Class Members" or "Settlement Class" means all Class Members who
5 have not submitted a timely and valid request for exclusion by the Response Deadline
6 as provided in this Agreement.

7 II. "Workweeks", for purposes of calculating the distribution of the Net Settlement
8 Amount, means the number of weeks of employment during the Class Period that
9 each Class Member was employed by Defendant in California, excluding weeks
10 during which the Class Member did not perform any work for Defendant.

11 **II. RECITALS**

12 A. On April 21, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce
13 Development Agency (LWDA) and served the same on Defendant.

14 B. On July 7, 2021, Plaintiff filed the class action lawsuit for:

- 15 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 16 2. Failure to pay minimum wages in violation of California Labor Code sections
17 1194, 1197 and 1197.1;
- 18 3. Failure to pay overtime wages in violation of California Labor Code sections
19 510 *et seq*;
- 20 4. Failure to provide required meal periods in violation of California Labor Code
21 sections 226.7 and 512 and the applicable IWC wage order;
- 22 5. Failure to provide required rest periods in violation of California Labor Code
23 sections 226.7 and 512 and the applicable IWC wage order;
- 24 6. Failure to reimburse employees for required expenses in violation of
25 California Labor Code section 2802;
- 26 7. Failure to provide accurate itemized wage statements in violation of California
27 Labor Code section 226;

1 8. Failure to provide wages when due in violation of California Labor Code
2 sections 201, 202 and 203; and

3 9. Violation of the Private Attorneys General Act [Labor Code section 2698].

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. Defendant denies any liability or wrongdoing of any kind associated with the claims
10 alleged in the Action, disputes any wages, damages and penalties claimed by the
11 Class Representative are owed, and further contends that, for any purpose other than
12 settlement, the Action is not appropriate for class or representative action treatment.
13 Defendant contends, 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 conducted
16 an investigation into the facts relevant to the Action, including conducting an
17 independent investigation as to the allegations, reviewing documents and
18 information exchanged through informal discovery, and reviewing documents and
19 information provided by Defendant pursuant to informal requests for information to
20 prepare for mediation. Based on their own independent investigation and
21 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
22 fair, reasonable and adequate, and is in the best interest of the Settlement Class in
23 light of all known facts and circumstances, including the risks of significant delay,
24 defenses asserted by Defendant, uncertainties regarding class certification, and
25 numerous potential appellate issues. Although it denies any liability, Defendant is
26 agreeing to this Settlement solely to avoid the inconveniences and cost of further
27

litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

F. On June 27, 2022, the Parties participated in mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and experienced mediator of wage and hour class and PAGA actions. The mediation concluded a settlement after the Parties agreed to a Mediator's Proposal which was memorialized in the form of a Memorandum of Understanding ("MOU").

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

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

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

- 1 1. Settlement Consideration. In full and complete settlement of the Action, and
2 in exchange for the releases set forth below, Defendant will pay the sum of
3 the Individual Settlement Payment, the Class Representative Service Award,
4 the Class Counsel Award, PAGA Settlement, and the Settlement
5 Administration Costs, as specified in this Agreement, equal to the Gross
6 Settlement Amount of One Hundred Seventy-Five Thousand Dollars
7 (\$175,000.00). The Parties agree that this is a non-reversionary Settlement and
8 that no portion of the Gross Settlement Amount shall revert to Defendant.
9 Other than the Defendant's share of employer payroll taxes and as provided
10 for in Section III(A)(2) below, if any, Defendant shall not be required to pay
11 more than the Gross Settlement Amount.
- 12 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
13 Class was comprised of 65 individuals who collectively worked
14 approximately 6,500 Workweeks ("Projected Workweeks") during the Class
15 Period. In regard hereto, Defendant will provide a declaration under penalty
16 of perjury before the deadline for filing the motion for preliminary approval
17 of the settlement, confirming the number of Class Members and Workweeks
18 they worked during the Class Period. If the actual workweek number increases
19 by more than 10% of the estimate herein, the Settlement Amount will increase
20 proportionally for the number of workweeks over 110% of 6,500 (For
21 example, if the actual workweek number is 12% greater than 6,500, the
22 Settlement Amount will increase by 2%).
- 23 3. Settlement Payment. Defendant shall pay the Gross Settlement Amount to the
24 Settlement Administrator on the Funding Date.
- 25 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
26 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
27 together with the Gross Settlement Amount. The Settlement Administrator
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1 shall be responsible for calculating and remitting Defendant's share of
2 employer side payroll taxes.

3 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
4 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members,
5 on behalf of themselves and their respective former and present representatives,
6 agents, attorneys, heirs, administrators, successors and assigns, release the Released
7 Parties from the Released Class Claims for the Class Period.

8 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
9 consideration set forth in this Agreement, the Plaintiff and the Aggrieved Employees,
10 on behalf of themselves and their respective former and present representatives,
11 agents, attorneys, heirs, administrators, successors and assigns, along with the LWDA
12 and the State of California, release the Released Parties from the PAGA Released
13 Claims for the PAGA Period.

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

1 California Fair Employment and Housing Act, the California Family Rights Act, the
2 Family Medical Leave Act, California's Whistleblower Protection Act, California
3 Business & Professions Code Section 17200 et seq., and any and all claims arising
4 under any federal, state or other governmental statute, law, regulation or ordinance.
5 Plaintiff also waives and relinquishes any and all claims, rights or benefits that he
6 may have under California Civil Code § 1542, which provides as follows:

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

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

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

- 10 1. The Court enters an order granting preliminary approval of the Settlement;
- 11 2. The Court enters an order granting final approval of the Settlement and a Final
12 Judgment;
- 13 3. If an objector appears at the final approval hearing, the time for appeal of the
14 Final Judgment and Order Granting Final Approval of Class Action
15 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
16 any appeal from the Judgment and Order Granting Final Approval of Class
17 Action Settlement; and
- 18 4. Defendant fully funds the Gross Settlement Amount.

19 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
20 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
21 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
22 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
23 fully fund the Gross Settlement Amount:

- 24 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
25 and shall not be admissible in any judicial, administrative or arbitral
26 proceeding for any purpose or with respect to any issue, substantive or
27 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 Actions, including with respect to the issue of class certification.
4. If Defendant fails to fully fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

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

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

obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employee Payments of the PAGA Settlement.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments

1 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
2 mailing the Notice Packets to the Class Members as directed by the Court; receiving
3 and reporting the objections and requests for exclusion; calculating, deducting and
4 remitting all legally required taxes from Individual Settlement Payments and
5 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
6 Settlement Payments and/or Aggrieved Employee Payments of the PAGA Settlement;
7 processing and mailing tax payments to the appropriate state and federal taxing
8 authorities; providing declaration(s) as necessary in support of preliminary and/or final
9 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
10 orders the Settlement Administrator to perform. The Settlement Administrator shall
11 keep the Parties timely apprised of the performance of all Settlement Administrator
12 responsibilities by among other things, sending a weekly status report to the Parties'
13 counsel stating the date of the mailing, the of number of Elections Not to Participate
14 in Settlement it receives (including the numbers of valid and deficient), and number of
15 objections received.

16 L. Notice Procedure.

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

21 2. Notice Packets.

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

19 b) The Notice Packet's mailing envelope shall include the following
20 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
21 ENTITLED TO PARTICIPATE IN A CLASS ACTION
22 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
23 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
24 NOTICE."

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

8 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
9 Administrator as undeliverable or non-delivered on or before the Response
10 Deadline shall be re-mailed to any forwarding address provided. If no
11 forwarding address is provided, the Settlement Administrator shall promptly
12 attempt to determine a correct address by lawful use of skip-tracing, or other
13 search using the name, address and/or Social Security number of the Class
14 Member involved, and shall then perform a re-mailing, if another mailing
15 address is identified by the Settlement Administrator. Class Members who
16 received a re-mailed Notice Packet shall have their Response Deadline
17 extended fifteen (15) days from the original Response Deadline.

18 5. Disputes Regarding Individual Settlement Payments. The Class Data
19 provided by Defendant shall be deemed accurate and complete; however,
20 Class Members will have the opportunity, should they disagree with
21 Defendant's records regarding the start and end dates of employment to
22 provide documentation and/or an explanation to show contrary dates. If there
23 is a dispute, the Settlement Administrator will consult with the Parties to
24 determine whether an adjustment is warranted. The Settlement Administrator
25 shall determine the eligibility for, and the amounts of, any Individual
26 Settlement Payments under the terms of this Agreement. The Settlement
27 Administrator's determination of the eligibility for and amount of any
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1 Individual Settlement Payment shall be binding upon the Class Member and
2 the Parties. Any adjustments to Individual Settlement Payments made
3 pursuant to this section shall be apportioned from the Net Settlement Amount
4 and shall under no circumstance require Defendant to contribute additional
5 monies above and beyond the Gross Settlement Amount.

6 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
7 by the Settlement Administrator concerning the administration of the
8 Settlement will be resolved by the Court under the laws of the State of
9 California. Before any such involvement of the Court, counsel for the Parties
10 will confer in good faith to resolve the disputes without the necessity of
11 involving the Court.

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

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

1 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
2 the Gross Settlement Amount on or before the Funding Date, plus any employer's
3 share of payroll taxes, if any, as mandated by law within the time specified herein.

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

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

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated as follows: 10% as wages ("Wage
3 Portion"); 90% as penalties and interest ("Non-Wage Portion"). The Wage
4 Portion is subject to wage withholdings and shall be reported on IRS Form W-
5 2. The Non-Wage Portion shall not be subject to wage withholdings and shall
6 be reported on IRS Form 1099.
- 7 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
8 Employee Payments shall be allocated and treated as 100% penalties and shall
9 be reported on IRS Form 1099.
- 10 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
11 individual shares of the PAGA Settlement made to Settlement Class Members
12 and/or Aggrieved Employees under this Settlement Agreement, as well as any
13 other payments made pursuant to this Settlement Agreement, will not be
14 utilized to calculate any additional benefits under any benefit plans to which
15 any Class Members may be eligible, including, but not limited to profit-
16 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
17 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
18 Parties' intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Class Members may be entitled under
20 any benefit plans.
- 21 6. All monies received by Settlement Class Members under the Settlement which
22 are attributable to wages shall constitute income to such Settlement Class
23 Members solely in the year in which such monies actually are received by the
24 Settlement Class Members. It is the intent of the Parties that Individual
25 Settlement Payments and individual shares of the PAGA Settlement provided
26 for in this Settlement agreement are the sole payments to be made by Defendant
27 to Settlement Class Members and/or Aggrieved Employees in connection with
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1 this Settlement Agreement, with the exception of Plaintiff, and that the
2 Settlement Class Members and/or Aggrieved Employees are not entitled to any
3 new or additional compensation or benefits as a result of having received the
4 Individual Settlement Payments and/or their shares of the PAGA Settlement.

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

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

24 9. Class Representative Service Award. In addition to the Individual Settlement
25 Payment and his Aggrieved Employee Payment, Plaintiff will apply to the
26 Court for an award of not more than \$7,5000.00, as the Class Representative
27 Service Award. Defendant does not presently intend to oppose a Class
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1 Representative Service Award of not more than \$7,500.00 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 any and all applicable taxes on
12 his Class Representative Service Award and shall hold harmless the
13 Defendant from any claim or liability for taxes, penalties, or interest arising
14 as a result of the Class Representative Service Award. The Class
15 Representative Service Award shall be in addition to Plaintiff's Individual
16 Settlement Payment as a Settlement Class Member. Approval of this
17 Settlement shall not be conditioned on Court approval of the requested amount
18 of the Class Representative Service Award. If the Court reduces or does not
19 approve the requested Class Representative Service Award, Plaintiff shall not
20 have the right to revoke the Settlement, and it will remain binding.

- 21 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
22 attorneys' fees not to exceed one-third of the Gross Settlement Amount
23 currently estimated to be \$58,333.33, plus costs and expenses supported by
24 declaration not to exceed Fifteen Thousand Dollars (\$15,000), from the Gross
25 Settlement Amount will be filed. Any portion of the requested Class Counsel
26 Award that is not awarded to Class Counsel shall be part of the Net Settlement
27 Amount and shall be distributed to Settlement Class Members as provided in
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1 this Agreement. The Settlement Administrator shall allocate and pay the
2 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
3 later than fifteen (15) calendar days after the Funding Date. Class Counsel
4 shall be solely and legally responsible to pay all applicable taxes on the
5 payment made pursuant to this paragraph. The Settlement Administrator shall
6 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
7 pursuant to this paragraph. If the Court reduces or does not approve the
8 requested Class Counsel Award, Plaintiff and Class Counsel shall not have
9 the right to revoke the Settlement, or to appeal such order, and the Settlement
10 will remain binding.

11 11. PAGA Settlement. Eight Thousand Dollars (\$8,000.00) shall be allocated
12 from the Gross Settlement Amount for settlement of claims for civil penalties
13 under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The
14 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
15 Settlement (\$6,000.00) to the California Labor and Workforce Development
16 Agency no later than fifteen (15) calendar days after the Funding Date
17 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
18 Settlement (\$2,000.00) will be distributed to the Aggrieved Employees as
19 described in this Agreement (hereinafter "Aggrieved Employee Payment").
20 For purposes of distributing the PAGA Settlement to the Aggrieved
21 Employees, each Aggrieved Employee shall receive their pro-rata share of the
22 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
23 above.

24 12. Settlement Administration Costs. The Settlement Administrator shall be paid
25 for the costs of administration of the Settlement from the Gross Settlement
26 Amount. The estimate of the Settlement Administration Costs is \$6,000.00.
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1 The Settlement Administrator shall be paid the Settlement Administration
2 Costs no later than fifteen (15) calendar days after the Funding Date.

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

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

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

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

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

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

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

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

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

- 1 T. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Class Counsel from including publicly available information regarding this settlement
7 in future judicial submissions regarding Class Counsel's qualifications and experience.
8 Further, Class Counsel will not include, reference or use the Settlement Agreement for
9 any marketing or promotional purposes, either before or after the Motion for
10 Preliminary Approval is filed.
- 11 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 W. Counterparts. This Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same
17 instrument provided that counsel for the Parties to this Agreement shall exchange
18 among themselves copies or originals of the signed counterparts.
- 19 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
20 is a fair, adequate and reasonable settlement of this Action and have arrived at this
21 Settlement after extensive arms-length negotiations, taking into account all relevant
22 factors, present and potential.
- 23 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
24 respect to the interpretation, implementation and enforcement of the terms of this
25 Agreement and all orders and judgments entered in connection therewith, and the
26 Parties and their counsel submit to the jurisdiction of the Court for purposes of
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1 interpreting, implementing and enforcing the settlement and all orders and judgments
2 entered in connection with this Agreement.

3 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
4 the Court shall first attempt to construe the provisions valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this
6 Agreement valid and enforceable.

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

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

20 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
21 Released Claims have merit and give rise to liability on the part of Defendant.
22 Defendant has claimed and continues to claim that the Released Claims have no merit
23 and do not give rise to liability. This Agreement is a compromise of disputed claims.
24 Nothing contained in this Agreement and no documents referred to and no action taken
25 to carry out this Agreement may be construed or used as an admission by or against
26 the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims
27

1 asserted. Other than as may be specifically set forth herein, each Party shall be
2 responsible for and shall bear its/his own attorney's fees and costs.

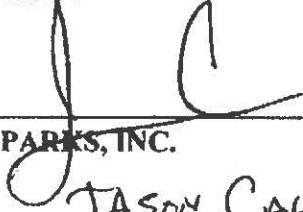
3
4 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

5
6 DATED: Sep 21, 2022


Pedro Rodriguez (Sep 21, 2022 00:50 PDT)
PEDRO RODRIGUEZ

7
8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

9
10 DATED: 1/4/2023


R.M. PARKS, INC.

JASON CALLISON

Printed Name

Vice President

Title

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16 IT IS SO AGREED AS TO FORM BY COUNSEL:

17
18 DATED: September 21, 2022

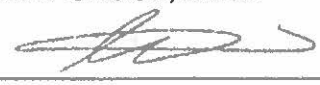
JCL LAW FIRM, A.P.C.

19
20 By: 

21 Attorneys for Plaintiff and the Settlement Class
22 Members

23 DATED: September 21, 2022

ZAKAY LAW GROUP, APLC

24
25 By: 

26 Attorneys for Plaintiff and the Settlement Class
27 Members

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DATED: 4 January 2023

K.P. ROBERTS & ASSOCIATES

By: 
Michael Smith, Esq.
Attorneys for Defendant

EXHIBIT A

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

*(Rodriguez v. R.M. Parks Place, Inc., San Joaquin County Superior Court
Case No. STK-CV-UOE-2021-6050)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Joaquin (the “Court”) has been reached between Plaintiff Pedro Rodriguez (“Plaintiff”) and Defendant R.M. Parks Place, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All truck drivers who are or previously were employed by Defendant and performed work in California during Class Period

The “Class Period” is the period of time running from July 7, 2017 to August 26, 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 July 7, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Joaquin. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (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 reimburse employees for required expenses in violation of California Labor Code § 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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

On June 27, 2022, the Parties participated in an all-day mediation with Hon. Carl J. West (Ret.) a respected jurist and an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement after the Parties agreed to a Mediator's Proposal which was memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) (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, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$6,000.00 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 \$58,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$15,000 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 Award of up to Seven Thousand Five Hundred Dollars (\$7,500.00) 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 \$8,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$6,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,000.00 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 Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, the Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.
- 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 truck drivers who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between April 21, 2020 to August 26, 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. 10% 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. 90% 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 Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released by Settlement Class members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all class claims which were or could have reasonably been alleged based on the facts and allegations alleged in the operative complaint at the time the Court enters an order preliminarily approving the Settlement which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

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 Defendant, 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 which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (July 7, 2017 to August 26, 2022).

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

Defendant's records reflect that you have << ____ >> pay periods worked during the PAGA Period (April 21, 2020 to August 26, 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 to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit **entitled *Rodriguez v. R.M. Parks Place, Inc., San Joaquin County Superior Court, Case No. STK-CU-UOE-2021-6050***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Rodriguez v. R.M. Parks Place, Inc., San Joaquin County Superior Court, Case No. STK-CU-UOE-2021-6050***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendant:

Michael Smith, Esq.
Ryan P. Tish, Esq.
K.P. Roberts & Associates, APLC
6355 Topanga Canyon Boulevard,
Suite 403
Woodland Hills, CA 91367
Tel.: (818) 888-3553
Fax: (818) 888-2686
E-Mail: msmith@kprlawinc.com
rtish@kprlawinc.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on**, at the San Joaquin County Superior Court, Department 10B, located 180 E. Weber Ave., Suite 200, Stockton, CA 95202 before Judge Erin Guy Castillo. 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 **Rodriguez v. R.M. Parks Place, Inc., San Joaquin County Superior Court, Case No. STK-CU-UOE-2021-6050**, 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 such event, 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 3

Natalia Michele

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, January 5, 2023 12:32 PM
To: Natalia Michele
Subject: Thank you for your Proposed Settlement Submission

01/05/2023 12:31:38 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, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

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

- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)

- *Hill v. 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. 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);