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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

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

Date:

Time: 9:00 a.m.

Judge:

Hon. Erin Guy Castillo

Dept.:

10B

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

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiff PEDRO RODRIGUEZ (hereafter "Plaintiff") in this wage and hour class action filed against R.M. PARKS, INC. (hereinafter "Defendant").

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

## **I. EXHIBITS**

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

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

5. Attached hereto as **Exhibit "3"** is a true and correct copy of the JCL Law Firm "Firm Resume" detailing some of the major cases the JCL Law Firm has undertaken.

## **II. INTRODUCTION**

6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length. The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendant prevailing at trial. The entire Net Settlement Amount will be paid to all

1 Settlement Class Members who do not opt out of the Settlement Class resulting in an average Individual  
2 Settlement Share of **\$1,225.64**.

3 7. As discussed below, the proposed Settlement satisfies all criteria for preliminary  
4 settlement approval and falls within the range of reasonableness. The average Individual Settlement  
5 Payments to the Settlement Class meets or exceeds awards in similar wage and hour class actions.  
6 Moreover, the proposed Settlement Class is appropriate for provisional certification. Accordingly,  
7 Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

### 8 **III. FACTS AND PROCEDURE**

#### 9 **A. Overview of the Litigation**

10 8. Defendant owns and operates a company that transports gasoline and diesel fuel products  
11 throughout California, including San Joaquin County where Plaintiff worked. Plaintiff worked for  
12 Defendant as a non-exempt employee in California from September of 2020 until October of 2020.  
13 Throughout his employment, Plaintiff was classified as a non-exempt employee and was entitled to  
14 legally complaint meal and/or rest periods, minimum and regular wages. Additionally, Plaintiff was  
15 subject to Defendant's written policies and procedures contained in, among other documents, the  
16 "Employee Policy Handbook."

17 9. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to  
18 provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, failed to  
19 furnish accurate itemized wages statements, and failed to pay all wages when due. Defendant forcefully  
20 denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all  
21 applicable employment laws and raised several other significant defenses to Plaintiff's claims, including  
22 but not limited to, facially compliant meal and rest period policies, compliant wage statements,  
23 reimbursement for all required business expenses, and payment of all wages upon separation.

24 10. On April 21, 2021, Plaintiff served Defendant and the Labor and Workforce Development  
25 Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth  
26 the facts and theories supporting Defendant's alleged violations of various provisions of the California  
27 Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to  
28

pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code sections 2698 *et seq* (“PAGA”).

11. On July 7, 2021, Plaintiff filed a class action complaint in the San Joaquin County Superior Court, Case Number STK-CV-UOE-2021-0006050 (the “Action”). The Action alleged nine causes of action against Defendant for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 *et. seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime in Violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202, and 203; and (9) Violations of the Private Attorneys General Act under California Labor Code §§ 2698, *et seq.* (“Class Claims”).

12. On October 18, 2021, Plaintiff filed a First Amended Complaint, the operative complaint, against R.M. Parks, Inc. (erroneously sued as R.M. Parks Place, Inc.) removing the causes of action for violations of Cal. Lab. Code §§ 226.7 and 512 for failure to provide meal and rest periods. As discussed, *infra*, on June 21, 2022, the Second District Court of Appeal issued its opinion in *Garcia v. Superior Court of Los Angeles County* (2022) 80 Cal.App.5th 63, holding that the Preemption Decision issued by Federal Motor Carrier Safety Administration (“FMCSA”) applied prospectively, not retroactively.

13. The Parties agreed relatively early to mediate the Action. To prepare for mediation, the Parties agreed to informally produce additional documents and data points subject to the mediation privilege, including but not limited to, a sample of the Class Members’ time data and certain payroll data points. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

14. On June 27, 2022, the Parties participated in a full day mediation with Hon. Carl J. West (Ret.), a highly regarded jurist and experienced mediator of wage and hour class and PAGA actions.

After arms-length negotiations and bargaining, the Parties reached an agreement to settle based on Judge West's proposal and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

**B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

15. Months before filing the Action, Class Counsel began their pre-filing investigation into the Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment, including time and payroll records. At the conclusion of the interviews, Class Counsel determined that each of Plaintiff's complaints appeared to substantiate Plaintiff's claim that Defendant's failed to, among other things, pay for all time worked, failed to issue accurate itemized wage statements, failed to provide compliant meal and rest periods, and failed to pay all wages when due.

16. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to the Class Members. In response to Class Counsel's request, Defendant produced, among other things, the time and payroll records for all of the Class Members, aggregate workweek and pay period data, and copies of applicable handbooks, policies, and agreements. In total, Defendant produced several pages of pertinent policy documents, time and payroll records for Class Members for Class Counsel to analyze.

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

18. BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG estimated the amount of unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and average number of hours worked per week. BCG also estimated the amount of unreimbursed business expenses, the

amount of unpaid wages due to off-the-clock work, the number of missed, late, or truncated meal and rest periods, and the amount of missed meal and rest period premiums paid during the Class Period.

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

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

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

21. On June 27, 2022, the Parties conducted a full day of mediation with Hon. Carl J. West (Ret.), a highly regarded jurist and mediator. Judge West helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Judge West's assistance. Namely, the Parties exchanged information regarding their respective claims and defense, including their respective evaluation of the damages. At the conclusion of the mediation, the Parties reached a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. The complete and final terms of the Parties' settlement are now

1 set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and  
2 reasonable compromise of the claims at issue.

3 **D. The Proposed Settlement Fully Resolves Plaintiff's Claims**

4 22. The proposed Settlement Class consists of all truck drivers who are or previously were  
5 employed by Defendant and performed work in California between July 7, 2017, to August 26, 2022.  
6 The Settlement Class excludes any person who submits a timely and valid request for exclusion. In the  
7 data exchanged prior to the Mediation, there were approximately 65 Class Members who worked an  
8 estimated 6,500 workweeks through the conclusion of the Class Period. Agreement at § III.A.2.  
9 Additionally, at the time of mediation, Plaintiff's expert estimated that there were approximately 40  
10 Aggrieved Employees who worked approximately 574 pay periods during the PAGA Period.

11 **IV. ARGUMENT**

12 **A. The Court Should Preliminarily Approve the Settlement**

13 23. At all times, the Parties' negotiations were at an arm's length, adversarial, and non-  
14 collusive. The mediation concluded with a settlement, after both sides agreed to a Mediator's proposal,  
15 which was subsequently memorialized in a Memorandum of Understanding ("MOU"). After reaching  
16 an agreement in the principle, the Parties drafted and negotiated a long-form settlement which is the  
17 subject of the instant motion. The Agreement is the final product of these mediated negotiations.  
18 Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the  
19 claims at issue.

20 24. As set forth in greater detail above, Class Counsel conducted a very thorough  
21 investigation into the factual and legal issues in dispute. Overall, Class Counsel thoroughly investigated  
22 the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative  
23 through interviews, background investigations, and analysis of his employment files; (2) evaluating all  
24 of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims  
25 brought, the nature of the positions, and the type of employer; (4) analyzing the Settlement Class's time  
26 and payroll records; (5) analyzing Defendant's labor policies and practices; (6) researching settlements  
27 in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating

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

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

12 26. The Gross Settlement Amount of \$175,000.00 is within the range of reasonableness. To  
13 determine whether a settlement is fair and reasonable, the court should "consider enough information  
14 about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to  
15 make an independent assessment of the reasonableness of the terms to which the parties have agreed."  
16 (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In making this determination, the  
17 court is "not to try the case" but rather "satisfy itself that the class action settlement is within the  
18 'ballpark of reasonableness.'" (*Id.* (emphasis added).) For this analysis, courts do "not require any such  
19 explicit statement of value; [they] require[] a record which allows an understanding of the amount that  
20 is in controversy and the realistic range of outcomes of the litigation. " (*Munoz v. BCI Coca-Cola*  
21 *Bottling Co.* (2010) 186 Cal.App.4th 399, 409 (internal citation omitted).) The reasonableness of a  
22 settlement is not dependent upon its actual value approaching the potential recovery plaintiffs might  
23 have received if they had succeeded at trial.<sup>1</sup> Indeed, "[t]he determination whether a settlement is

24  
25 <sup>1</sup> Federal district courts recognize that there is an inherent "range of reasonableness" in determining whether to approve a  
26 settlement "which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs  
27 necessarily inherent in taking any litigation to completion." *Newman v. Stein* (2d. Cir. 2002) 464 F.2d 689, 693; *see In re*  
28 *Omnivision Tech, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036; *see also Nat'l Rural Telecomm. Coop. v. Directv. Inc.* (C.D.  
Cal. 2004) 221 F.R.D. 523, 527 ("well settled law that a proposed settlement may be acceptable even though it amounts to  
only a fraction of the potential recovery"); *In re Global Crossing Sec. and ERISA Litig.* (S.D.N.Y 2004) 225 F.R.D. 436,  
460 ("settlement amount's ratio to the maximum potential recovery need not be the sole, or even dominant, consideration

1 reasonable does not involve the use of a ‘mathematical equation yielding a particularized sum.’ ” (*Frank*  
2 *v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 FRD. 174, 186 (*quoting In re Michael Milken and Assoc.*  
3 *Sec. Litig.* (S.D.N.Y. 1993) 150 F.R.D. 57, 66).)

4 27. The Gross Settlement Amount of \$175,000.00 is fair and reasonable considering the  
5 nature and magnitude of the claims being settled and the various potential impediments to recovery.  
6 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring  
7 Defendant’s liability exposure while accounting for the uncertainties of continued litigation. The  
8 various models were informed by Class Counsel’s investigation, including the analysis of a significant  
9 sample of time and payroll data. Class Counsel projected Defendant’s liability exposure for *class claims*  
10 (excluding PAGA Penalties) ranged between \$588,776 for damages and \$1,118,553 for damages and  
11 statutory penalties if successful at trial. Thus, the Gross Settlement Amount of \$175,000.00 represents  
12 approximately 29.7% of Defendant’s *class-wide* liability exposure for damages, and approximately  
13 15.6% of Defendant’s *class-wide* liability exposure for damages and statutory penalties, as estimated  
14 by Class Counsel at the time of mediation. The following summarizes Defendant’s estimated exposure.

15 28. Plaintiff’s primary claim in this Action alleges that Defendant issued inaccurate wage  
16 statements. Specifically, Plaintiff alleges that Defendant issued wage statements that failed to include  
17 Defendant’s correct legal name in violation of Labor Code Section 226(a)(8). *See e.g. Noori v.*  
18 *Countrywide Payroll & HR Solutions, Inc.* (2019) 43 Cal.App.5th 957, 964-966 (providing serious  
19 truncations of the employer’s name on issued wage statements can violate Labor Code Section 226(a)(8)  
20 where confusion *might* ensue.). Defendant denied liability for the claim and argued that it substantially  
21 complied with its obligation to provide its correct legal name on the wage statements issued to its  
22 employees. Further, Defendant argued that even if it failed to furnish accurate wage statements,  
23 Plaintiff could not establish the injury requirement on a class-wide basis. *See Price v. Starbucks Corp.*  
24 (2011) 192 Cal.App.4th 1136 (holding that the employee must suffer an injury from allegedly

25 \_\_\_\_\_  
26 when assessing settlements fairness”); *In re IKON Office Solutions, Inc Sec Litig.* (E.D. Pa. 2000) 194 F.R.D. 166, 184  
27 (“the fact that a proposed settlement constitutes a relatively small percentage of the most optimistic estimate does not, in  
28 itself, weigh against the settlement; rather the percentage should be considered in light of strength of the claims”); *Officers*  
*for Justice v. Civil Serv. Comm.* (9<sup>th</sup> Cir. 1982) 688 F.2d 615, 628 (it is “the complete package, taken as a whole rather  
than the individual component parts, that must be examined for overall fairness”).

1 noncompliant wage statements.) Plaintiff estimated that Defendant's exposure for this claim was  
2 approximately \$46,950.00 dollars.

3 29. Plaintiff also alleges that Defendant failed to provide compliant meal and rest periods  
4 from the start of the Class Period on July 7, 2017, until December 28, 2018. In an order dated December  
5 28, 2018, the Federal Motor Carrier Safety Administration (FMCSA) concluded that California meal  
6 and rest break rules were preempted by the Motor Carrier Safety Act of 1984 (49 U.S.C. § 31101 *et*  
7 *seq.*) ("Preemption Decision"). On June 21, 2022, the Second District Court of Appeal issued its  
8 opinion in *Garcia v. Superior Court of Los Angeles County, supra*, addressing whether California meal  
9 and rest breaks were preempted by the Motor Carrier Safety Act of 1984. The Court held that the  
10 Preemption Decision issued by FMCSA, "does not apply to bar [meal and rest break] claims arising  
11 from conduct that occurred prior to the decision, i.e., before December 28, 2018." *Id.* at 69. Stated  
12 differently, the language of the Preemption Decision "strongly suggests prospective, not retroactive  
13 application.

14 30. Conversely, Defendant denied these claims. As to the meal break claim, Defendant  
15 argued that it previously provided meal breaks to its petroleum products drivers until the Department  
16 of Transportation FMCSA's Notice of Final Disposition granting an application for exemption for  
17 petroleum products drivers on April 9, 2018. Thus, Defendant argued that there was no potential  
18 liability for Plaintiff's meal period violations. Plaintiff's expert estimated the damages for these claims  
19 to be approximately \$228,794.00 dollars.

20 31. Additionally, Plaintiff alleged that Defendant failed to pay its employees for all hours  
21 worked. Specifically, Plaintiff asserts that he was required to clean, wash, organize, and stock his truck  
22 before the start and end of each shift all while off-the-clock, which took approximately forty-five (45)  
23 minutes each time. Defendant argued, among other things, that it had in place a written policy that  
24 required its employees to accurately record all their time worked and that its policies directed its  
25 employees not to work while off-the-clock. Further, Defendant argued that the off-the-clock claims was  
26 not suitable for class treatment because individualized issues predominated. For example, assuming  
27 Plaintiff performed work while off-the-clock, the tasks performed and time spent would vary from class

1 member to class member that it could not be established by common proof. Plaintiff's expert estimated  
2 that Defendant's exposure for unpaid off-the-clock work was approximately \$289,082.00 dollars.

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

13 33. Defendant vigorously denied liability for this claim and argued, among other things, that  
14 there was never any requirement that drivers use their personal cell phones for work. Defendant's  
15 exposure for violations of Cal. Lab. Code § 2802 amount to approximately \$70,900.00 dollars.

16 34. Plaintiff also alleged that Defendant's labor code violations resulted in derivative liability  
17 for waiting time penalties. Although these *penalties* represented Defendant's largest dollar amount of  
18 exposure, this is Plaintiff's most uncertain claim. Specifically, Defendant argued that Plaintiff could  
19 not provide the "willful" prong needed to obtain waiting time penalties under Labor Code section 203.  
20 Notwithstanding the uncertain nature of the claims, Plaintiff's expert estimated Defendant's exposure  
21 for claim to be approximately \$310,627.00 dollars.

22 35. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each  
23 of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.  
24 LEXIS 13126, \*10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot  
25 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor  
26 Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved Employees suffered  
27 a violation for each pay period the employee worked. Again, Defendant raised several defenses that  
28

presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. Defendant asserted that its employment practices complied with all applicable Labor Laws. In addition to those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and manageability as to the rest period claims.

36. The proposed Settlement allocates \$8,000 to satisfy the PAGA claims. This amount represents 4.6% of the Gross Settlement Amount. This is well within the range of approved PAGA Payments. *See, e.g., Nordstrom Comm'n Cases* (2010) 186 Cal.App.4th 576, 589 (approving 0% PAGA allocation); *Berry v. Urban Outfitters* (N.D. Cal. Lead Case No. 13-cv-02628-JSW) (approving 1% PAGA allocation in \$5M settlement); *Jack v. Hartford Fire Ins. Co.* (S.D. Cal. 2011) 2011 WL 4899942 \* 6 (approving \$3,000 PAGA allocation in \$1.2M settlement); *Singer v. Becton Dickinson & Co.* (S.D. Cal. 2010) 2010 WL 2196104 \*2 (approving \$3,000 PAGA allocation in \$1M settlement); and *Hopson v. Hanesbrands, Inc* (N.D. Cal. 2009) 2009 WL 928133 \* 9 (approving \$1,500 PAGA allocation in \$1.026M settlement).

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

37. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show

harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at \*11-13 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues). Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

38. Finally, continuing to litigate this action would require continued and extensive resources coupled with significant Court time to proceed through trial and post-trial motions; which can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668, the risk of an appeal and subsequent reversal is real.

39. Given the amount of the settlement here, as compared to potential value of the claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

**C. Proposed Notice Informs the Class About the Case and Settlement**

40. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class Members of their rights and remedies. The Settlement Administrator will first verify addresses, then mail the proposed Class Notice to all Class Members. The Notice will include information regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the procedure and time period within which to requests for exclusions or objections to the Settlement, the date for the final approval hearing, the formula used to calculate settlement payments, and the terms and scope of the Released Claims. See generally Agreement at § III(L). This method was negotiated by the Parties to ensure delivering the most reasonable method of notice to the Class Members while ensuring cost effective administration of the Settlement.

41. As detailed in the Agreement, the method of disseminating the proposed Class Notice and contents of the Proposed Class Notice satisfy due process and the California Rule of Court 3.766.

**C. The Court Should Preliminarily Approve the Class Representative Service Award**

42. The Settlement provides for a Class Representative Service Award of \$7,500<sup>2</sup> for Plaintiff. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of his case and the strategies for prosecuting the claims, responding to Defendant's written discovery, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class, and agreeing to provide Defendant a general release of all claims arising out of his employment.

43. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class Representative Service Award once preliminary approval of the Settlement is granted. Plaintiff

<sup>2</sup> The amount of the requested enhancement payment-\$7,500-is reasonable by reference to the amounts that California courts (both federal and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct. Mar. 21, 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct. July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's Secret Stores, LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County Super. Ct. Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910 (L.A. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super. Ct. Mar. 7, 2013) (awarding \$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguiar v. Cingular Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No. RIC 10005196 (Riverside Super. Ct. July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings, Inc.*, No. JCCP 4582 (Orange County Super. Ct. Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

respectfully submits that the above showing is sufficient for preliminary approval of the negotiated Class Representative Service Award.

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

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

45. Plaintiff will file a formal motion for the negotiated award of the Class Counsel Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

**E. The Court Should Provisionally Certify the Settlement Class**

46. For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional certification of the Class is appropriate.

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

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

49. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because they arise from the same factual basis and are based on the same legal theories applicable to the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated

his ability to advocate for the interests of the Class Members by initiating this litigation, undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair.

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

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

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

52. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Hemming (Legal Secretary), and Sara Christensen (Legal Assistant).

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

54. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 13 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

55. I have significant class counsel and collective action counsel experience. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

56. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered in excess of \$75 million on behalf of the Firm's clients.

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

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

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of January 2023, at San Diego, California.

**JCL LAW FIRM, APC**

By: Jean-Claude Lapuyade  
Jean-Claude Lapuyade  
Attorneys for Plaintiff

# **EXHIBIT 1**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
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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 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  
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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

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 180<sup>th</sup> 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  
28

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  
28

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.  
27  
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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  
28

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  
27

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.

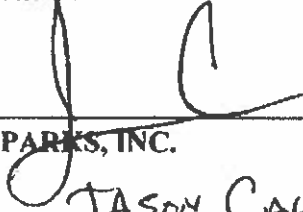
3  
4 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

5 DATED: Sep 21, 2022

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

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 IT IS SO AGREED AS TO FORM BY COUNSEL:

17  
18 DATED: September 21, 2022

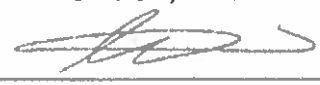
JCL LAW FIRM, A.P.C.

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.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p>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.</p> |
| <b>Exclude Yourself</b>                                             | <p>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 <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                        |
| <b>Object</b>                                                       | <p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                                                         |

**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](http://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](mailto: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](mailto: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](mailto:msmith@kprlawinc.com)  
[rtish@kprlawinc.com](mailto: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**

# **EXHIBIT 3**

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

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**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

**Honors:**

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

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

**Biography:**

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

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

**Education:**

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

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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