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Attorneys for Plaintiff

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CRUZ

CRISTAL RODRIGUEZ, on behalf of herself and
on behalf of all persons similarly situated,

Plaintiffs,

vs.

EAH INC. a California Corporation; and DOES 1-
50, Inclusive.

Defendants.

Case No. 21CV00884

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

Hearing Date: March 28, 2023
Hearing Time: 8:30 a.m.
Department: 10

Trial Date: TBD
Action Filed: April 5, 2021

1 I, JEAN CLAUDE LAPUYADE, declare as follows:

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

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

9 **I. EXHIBITS**

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

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
15 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
16 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
17 Counsel's compliance with California Labor Code Section 2699(1)(2).

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

20 **II. INTRODUCTION**

21 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
22 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
23 The Settlement confers substantial benefits to the Class. The relief offered by the Settlement is
24 particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
25 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
26 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
27 denied or of Defendant prevailing at trial. Given that there are approximately 40 Class Members, the
28

average gross recovery is approximately **\$965.39** (Net Settlement Amount divided by Class Members).
At the time of mediation, there were approximately 608 PAGA Members during the PAGA Period.

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

III. FACTS AND PROCEDURE

A. Overview of the Litigation

8. Defendant is a California corporation that develops and manages affordable housing projects throughout Northern California. Plaintiff worked for Defendant as a non-exempt employee in Santa Cruz, California from approximately April 2019 to August 2020. Plaintiff alleges that Defendant failed to, among other things, properly calculate the regular rate of pay, pay for all hours worked, failed to provide compliant meal and rest periods, issued non-compliant wage statements, and failed to pay all wages when due. Throughout her employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among other documents, the EAH Employee Handbook.

9. Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, compliant compensation policies and plans, complaint meal and rest practices, compliant wage statements, and timely payment of all wages due upon separation of employment.

10. On April 5, 2021, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA").

1 11. At the same time, Plaintiff filed this class action complaint in the Santa Cruz Superior
2 Court. The Action alleged eight causes of action against Defendant for: (1) Unfair Competition in
3 Violation of Bus. and Prof. Code sections 17200 *et seq*; (2) Failure to pay minimum wages in violation
4 of California Labor Code sections 1194, 1197 & 1197.1; (3) Failure to pay overtime wages in violation
5 of California Labor Code sections 510 *et seq*; (4) Failure to provide required meal periods in violation
6 of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to
7 provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the
8 applicable IWC wage order; (6) Failure to provide accurate itemized wage statements in violation of
9 California Labor Code section 226; (7) Failure to reimburse employees for required business expenses
10 in violation of California Labor Code section 2802; and (8) Failure to provide wages when due in
11 violation of Cal. Lab. Code sections 201, 202 and 203. On June 9, 2021, Plaintiff filed the operative
12 First Amended Complaint and asserted a ninth cause of action for violations of the California Labor
13 Code Private Attorneys General Act [Labor Code section 2698, *et seq.*]. After commencing written
14 discovery, the Parties agreed to mediation.

15 **B. Class Counsels' Investigation**

16 12. To prepare for mediation, Class Counsel requested pertinent documents and data points
17 to evaluate Plaintiff's claims and measure Defendant's liability exposure to the Class. In response,
18 Defendant produced, among other things, time, and payroll records for 20% of Class Members,
19 aggregate workweek and pay period data, and copies of applicable handbooks, policies, and procedures.
20 In total, Defendant produced over 30,000 pages of documents and nearly 1 million unique cells of time
21 and payroll data for Class Counsel to analyze.

22 13. Class Counsel then retained the statisticians and economists at Econ One to evaluate the
23 Class Members' payroll and time data and to calculate Defendant's liability exposure to the Class. Econ
24 One provides data analysis and damage modeling consulting services, specializing in wage and hour
25 class actions. Econ One analyzed Defendant's time and payroll data and developed various damage
26 models that assisted Class Counsel at the time of mediation.

27 14. Overall, Class Counsel thoroughly investigated the claims at issue. Class Counsel (1)
28 reviewed Plaintiff's suitability as a putative class representative through interviews, background

1 investigations, and analysis of her employment files; (2) evaluated Plaintiff's potential claims; (3)
2 researched similar wage and hour class actions; (4) analyzed the Class Members' time and payroll
3 records; (5) analyzed Defendant's labor policies and practices; (6); developed comprehensive damage
4 models which estimated Defendant's liability for purposes of settlement; (7) drafted the mediation brief;
5 and (8) participated in the mediation. This investigation allowed Class Counsel to fully assess the nature
6 and magnitude of the claims being settled, and to make an independent assessment of the reasonableness
7 of the terms to which the Parties have agreed. Based on its investigation of the facts, applicable law,
8 and marketplace for similar settlements, and considering the risk of significant delay and uncertainty
9 associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believe
10 this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are
11 fair, reasonable, and adequate.

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

13 15. On July 5, 2022, the Parties participated in a full day mediation with Jeff Ross an
14 experienced wage and hour mediator. Unfortunately, the mediation concluded with a settlement.
15 Thereafter, the Parties again engaged in formal discovery. After several months and continued
16 negotiations guided by Mediator Ross, both sides agreed to a Mediator's proposal, which was
17 subsequently memorialized in the form of a Memorandum of Understanding ("MOU").

18 16. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable
19 compromise of the claims at issue.

20 **IV. ARGUMENT**

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

22 17. The Gross Settlement Amount of \$1,450,000.00 is fair and reasonable considering the
23 nature and magnitude of the claims being settled and the various potential impediments to recovery.
24 Prior to mediation, Class Counsel retained Econ One to develop economic damage models measuring
25 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various
26 models were informed by Class Counsel's investigation, including the analysis of a significant sample
27 of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims*
28 (excluding PAGA Penalties) at \$9,280,559 dollars. Thus, the Gross Settlement Amount of

1 \$1,450,000.00 represents approximately 15.62% of Defendant's *class-wide* liability exposure. The
2 following summarizes Defendant's estimated exposure.

3 18. Plaintiff's primary claim in this Action is that Defendant failed to calculate certain non-
4 discretionary compensation into the regular rate of pay for purposes of paying overtime and redeemed
5 sick pay. Based on the review of the Class Members' time and payroll data, Econ One estimated
6 Defendant underpaid the Class Members approximately \$2,812,296. Defendant vigorously denied
7 liability and asserted that all incentive compensation was either properly calculated into the regular rate
8 of pay or properly excluded as discretionary compensation.

9 19. Plaintiff also alleged that because of her rigorous work schedule, Plaintiff, Class
10 Members, and Aggrieved Employees were not able to take timely and duty-free meal and rest periods.
11 However, Defendant's time and payroll data evidenced a meager **4.4%** violation rate for meal periods.
12 Plaintiff utilized the same violation rate for purposes of quantifying damages for rest period violations.
13 In total, Class Counsel estimated Defendant's exposure for the meal and rest claims at \$1,742,533.

14 20. Defendant argued, *inter alia*, that it provided the Class Members and Aggrieved
15 Employees with compliant meal and rest periods as evidenced by the extremely low violation rate.
16 Defendant also argued that they maintained facially complaint meal and rest period policies and paid
17 more than \$100,000 in meal period premiums during the Class Period. Thus, Defendant argued that
18 there was no potential liability for Plaintiff's alleged meal and rest period violations and any claimed
19 violations required a highly individualized inquiry not suitable to class treatment.

20 21. Plaintiff alleges that Defendant's alleged violations resulted in derivative violations of
21 Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various
22 penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could
23 argue that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under
24 Labor Code section 203. Additionally, Defendant could argue that Plaintiff could not show that Class
25 Members suffered an "injury" because of wage statement violations, as required by Labor Code section
26 226. Plaintiff estimated Defendant's exposure for these claims to be approximately \$4,725,770
27 (\$2,451,970 for LC 203 penalties and \$2,273,800 for LC 226 penalties).
28

1 22. Class Counsel's damage models also estimated Defendant's exposure for PAGA
2 penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure to be
3 approximately \$5,213,800 dollars.

4 23. To recover any PAGA penalties, Plaintiff would be required at trial to prove each of the
5 underlying Labor Code violations. Here, Plaintiff would need to prove that each Aggrieved Employee
6 suffered a violation for each pay period the employee worked. Again, Defendant raised several defenses
7 that presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to
8 those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho v.*
9 *Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and
10 manageability as to the rest period claims.

11 24. The proposed Settlement allocates \$80,000 to satisfy the PAGA claims. This amount
12 represents approximately 5% of the Gross Settlement Amount. This achieves a fair, reasonable, and
13 adequate resolution of Plaintiff's PAGA claim. Further, the amount allocated to the satisfaction of
14 Plaintiff's PAGA claim, is well within the range of reasonableness.

15 **B. Litigation Risks**

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

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

8 26. Plaintiff recognizes that Defendant has factual and legal defenses that, if successful, would
9 potentially defeat or substantially impair the value of Plaintiff's lawsuit. Consequently, the uncertainty
10 of obtaining certification through a contested motion is a significant risk factor favoring settlement.

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

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

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

21 29. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class
22 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
23 mail the proposed Notice Packet to all Class Members. The Notice Packet will include information
24 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure,
25 and time within which to requests for exclusions or objections to the Settlement, the date for the final
26 approval hearing, the formula used to calculate settlement payments, and the terms and scope of the
27 Released Class Claims. Agreement at § III(K). The Parties negotiated this method to ensure delivering
28

1 the most reasonable method of notice to the Class Members while ensuring cost effective administration
2 of the Settlement.

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

5 **C. The Court Should Preliminarily Approve the Incentive Award**

6 31. The Settlement provides for an Enhancement Award of \$10,000 for Plaintiff. The
7 Enhancement Award is fair and reasonable compensation for the Plaintiff's efforts bringing the action,
8 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on
9 the status of his case and the strategies for prosecuting the claims, reviewing the proposed Settlement to
10 ensure that its terms are fair and provide adequate relief for the Class.

11 32. The amount of the requested enhancement payment-\$10,000-is reasonable by reference
12 to the amounts that California courts (both federal and state) have repeatedly found to be reasonable for
13 wage and hour class action settlements: *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County
14 Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs);
15 *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct Mar. 21,
16 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A.
17 County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff);
18 *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (LA. County Super. Ct. Oct. 3, 2013) (awarding
19 \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A.
20 County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast*
21 *Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding
22 \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc*, No. BC422934 (LA. County Super. Ct.
23 July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria's*
24 *Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement
25 payments of \$ 10,000 to the named plaintiffs along with additional compensation for their general
26 release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (LA. County Super.
27 Ct Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail & Commercial*
28 *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).

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

D. The Requested Attorneys' Fees and Attorneys' Expenses Should be Preliminarily Approved

34. 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's Attorneys' Fees and Expenses is fair and reasonable.

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

E. The Court Should Provisionally Certify the Settlement Class

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

37. 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.

38. 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.

39. 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.

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

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

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

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

21 43. I have represented consumers and employees in California class actions, and complex
22 multi-party product liability actions exclusively for more than 15 years. I have been in practice as a
23 plaintiffs' civil litigation attorney since April 2007.

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

26 45. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered
27 in excess of \$125 million on behalf of the Firm's clients.
28

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

47. 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.

48. 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.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of March, 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

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CRUZ

CRISTAL RODRIGUEZ, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiffs,

v.

EAH INC., a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No.: 21CV00884

[Action Filed April 5, 2021]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff CRISTAL RODRIGUEZ (hereinafter “Plaintiff”), an individual, on behalf of the Settlement Class, and in her representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant EAH Inc. (hereinafter “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Cristal Rodriguez v. EAH Inc., et al.*, Santa Cruz County Superior Court, Case No. 21CV00884, filed April 5, 2021.
- B. “Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$14,500.00.
- C. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period.
- D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred of up to \$30,000.00.
- F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$483,333.33 out of \$1,450,000.00. Attorneys’ fees will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).
- G. “Class” or the “Class Members” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period.

- 1 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
2 Shani Zakay of Zakay Law Group, APLC.
- 3 I. "Class Data" means information regarding Class Members that Defendant will in
4 good faith compile from its records and provide to the Settlement Administrator. It
5 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
6 Member's full name; last known address; Social Security Number; start dates and end
7 dates of employment.
- 8 J. "Class Period" means the period beginning April 5, 2017, to November 18, 2022.
- 9 K. "Class Representative" shall mean plaintiff Cristal Rodriguez.
- 10 L. "Court" means the Superior Court for the State of California, County of Santa Cruz
11 currently presiding over the Action.
- 12 M. "Defendant" shall mean EAH, Inc.
- 13 N. "Effective Date" means the date of final approval, if no objections are filed to the
14 settlement. If objections are filed and overruled, and no appeal is taken of the final
15 approval order, then the effective date of final approval will be the date the Court
16 enters the order and judgment granting final approval of the settlement. If an appeal
17 is taken from the Court's overruling of objections to the settlement, then the effective
18 date of final approval will be twenty (20) days after the appeal is withdrawn or after
19 an appellate decision affirming the final approval decision becomes final.
- 20 O. "Enhancement Award" means an award in the amount of \$10,000 or in an amount
21 that the Court authorizes to be paid to the Class Representative, in addition to her
22 Individual Settlement Payment and her individual Aggrieved Employee Payment, in
23 recognition of her efforts and risks in assisting with the prosecution of the Action.
- 24 P. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
25 Settlement Amount to the Claims Administrator in accord with the terms of this
26 Agreement. Defendant will pay the Gross Settlement Amount to the Claims
27 Administrator sixty-five (65) business days after the Effective Date.
- 28

- 1 Q. "Gross Settlement Amount" means One Million Four Hundred and Fifty Thousand
2 Dollars (\$1,450,000.00) that Defendant must pay into the QSF in connection with this
3 Settlement, inclusive of the sum of Individual Settlement Payments, Administration
4 Costs, Attorneys' Fees and Attorneys' Expenses, Enhancement Award, and the
5 PAGA Penalties and *exclusive* of the employer's share of payroll tax, if any, triggered
6 by any payment under this Settlement.
- 7 R. "Individual Settlement Payments" means the amount payable from the Net Settlement
8 Amount to each Settlement Class Member and excludes any amounts distributed to
9 Aggrieved Employees pursuant to PAGA.
- 10 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
11 Attorneys' Fees and Attorneys' Expenses, Enhancement Award, PAGA Penalties,
12 and Administration Costs.
- 13 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the
14 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
15 than formatting changes to facilitate printing by the Settlement Administrator).
- 16 U. "Operative Complaint" shall mean the First Amended Complaint on file in the Action
17 filed on June 9, 2021.
- 18 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
19 Labor Code § 2698 *et seq.*
- 20 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
21 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
22 Aggrieved Employees during the PAGA Period.
- 23 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
24 Employee Payment, as defined herein, means the number of pay periods of
25 employment during the PAGA Period that each Aggrieved Employee worked in
26 California.
- 27 Y. "PAGA Period" means the period beginning April 5, 2020, to November 18, 2022.
- 28 Z. "PAGA Penalties" shall mean Eighty Thousand Dollars (\$80,000) to be allocated

1 from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved
2 Employees (“Aggrieved Employee Payment”) and 75% of the payment going to the
3 Labor and Workforce Development Agency (“LWDA Payment”). The amount of the
4 PAGA Penalties is subject to Court approval pursuant to California Labor Code
5 section 2699(l). Any reallocation of the Gross Settlement Amount to increase the
6 PAGA Penalties will not constitute grounds by either party to void this Agreement,
7 so long as the Gross Settlement Amount remains the same.

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

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

12 CC. “Plaintiff” shall mean Cristal Rodriguez.

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

15 EE. “Released Class Claims” shall mean the release from the Class Members of all class
16 claims alleged in the operative complaint which occurred during the Class Period, and
17 expressly excluding all other claims, including claims for vested benefits, wrongful
18 termination, unemployment insurance, disability, social security, workers’
19 compensation, and class claims outside of the Class Period.

20 FF. “Released PAGA Claims” means all claims for civil penalties arising under Plaintiff’s
21 PAGA claims alleged in the operative complaint and Plaintiff’s April 5, 2021 Notice
22 to the LWDA which occurred during the PAGA Period, and excluding all other claims
23 for vested benefits, wrongful termination, unemployment insurance, disability, social
24 security, workers compensation and PAGA Claims outside the PAGA Period.

25 GG. “Released Parties” shall mean Defendant.

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

- 1 II. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 2 JJ. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
- 3 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
- 4 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
- 5 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
- 6 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
- 7 of Settlement Class Members. The Settlement Administrator shall maintain the funds
- 8 until distribution in an account(s) segregated from the assets of Defendant and any
- 9 person related to Defendant. *All accrued interest shall be paid and distributed to the*
- 10 *Settlement Class Members as part of their respective Individual Settlement*
- 11 *Payment.*
- 12 KK. "Settlement Class Members" or "Settlement Class" means all Class Members who
- 13 have not submitted a timely and valid request for exclusion as provided in this
- 14 Agreement.
- 15 LL. "Workweeks," for purposes of calculating the distribution of the Net Settlement
- 16 Amount, means the number of weeks of employment during the Class Period that
- 17 each Class Member was employed by Defendant in California.

18 **II. RECITALS**

- 19 A. On April 5, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce
- 20 Development Agency (LWDA) and served the same on Defendant.
- 21 B. On April 5, 2021, Plaintiff filed the Action, alleging claims for:
- 22 1. Unfair competition (Bus. & Prof. Code §§ 17200 *et seq.*);
- 23 2. Minimum wage violations (Labor Code §§ 1194, 1197 and 1197.1)
- 24 3. Failure to pay overtime wages (Labor Code §§ 510 *et seq.*);
- 25 4. Meal period violations (Labor Code §§ 226.7, 512 and the applicable Wage
- 26 Order);
- 27 5. Rest period violations (Labor Code §§ 226.7, 516 and the applicable wage
- 28 order);

6. Wage statement violations (Labor Code § 226 and 226.2 *et seq.*);

7. Failure to reimburse employees for required expenses (Labor Code § 2802);

8. Failure to provide wages when due (Labor Code §§ 201, 202, 203; 204);

C. On June 9, 2021, Plaintiff filed the operative First Amended Complaint alleging a ninth cause of action for Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

D. The Class Representative believes she has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

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

F. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant

1 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
2 numerous potential appellate issues. Although it denies any liability, Defendant is
3 agreeing to this Settlement solely to avoid the inconveniences and cost of further
4 litigation. The Parties and their counsel have agreed to settle the claims on the terms
5 set forth in this Agreement.

6 G. On July 5, 2022, the Parties participated in mediation presided over by Jeffrey A.
7 Ross, an experienced mediator of wage and hour class and PAGA actions. Although
8 the mediation concluded without a settlement, the Parties subsequently accepted a
9 Mediator's settlement proposal, which was subsequently memorialized in the form of
10 a Memorandum of Understanding.

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

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

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Enhancement Award, the Attorneys' Fees and Attorneys' Expenses, PAGA Penalties, and the Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of One Million Four Hundred and Fifty Thousand Dollars (\$1,450,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.
2. Class Size. Defendant represents that the Settlement Class was comprised of 862 individuals who collectively worked approximately 74,553 workweeks ("Projected Workweeks") during the Class Period. Prior to the filing of the motion for Preliminary Approval, Defendant will provide Class Counsel with a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the Class Period. If the Projected Workweeks increases by more than 5% of the estimated stated herein, the Gross Settlement Amount shall increase proportionally for the number of workweeks over 10% of the Projected Workweeks (78,270).
3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator by the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

- 1 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
2 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
3 together with the Gross Settlement Amount on the Funding Date.
- 4 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
5 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
6 release the Released Parties from the Released Class Claims for the Class Period.
- 7 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
8 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
9 California release the Released Parties from the Released PAGA Claims for the PAGA
10 Period. As a result of this release, the Aggrieved Employees shall be precluded from
11 bringing claims against Defendant for the Released PAGA Claims.
- 12 D. Conditions Precedent: This Settlement will become final and effective only upon the
13 occurrence of all of the following events:
- 14 1. The Court enters an order granting preliminary approval of the Settlement;
15 2. The Court enters an order granting final approval of the Settlement and a Final
16 Judgment;
17 3. If an objector appears at the final approval hearing, the time for appeal of the
18 Final Judgment and Order Granting Final Approval of Class Action
19 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
20 any appeal from the Judgment and Order Granting Final Approval of Class
21 Action Settlement; and
22 4. Defendant fully funds the Gross Settlement Amount.
- 23 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
24 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
25 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
26 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
27 fully fund the Gross Settlement Amount:
- 28

- 1 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
2 and shall not be admissible in any judicial, administrative or arbitral
3 proceeding for any purpose or with respect to any issue, substantive or
4 procedural;
- 5 2. The conditional class certification (obtained for any purpose) shall be void *ab*
6 *initio* and of no force or effect, and shall not be admissible in any judicial,
7 administrative or arbitral proceeding for any purpose or with respect to any
8 issue, substantive or procedural; and
- 9 3. None of the Parties to this Settlement will be deemed to have waived any
10 claims, objections, defenses or arguments in the Action, including with respect
11 to the issue of class certification.
- 12 4. Defendant shall bear the sole responsibility for any cost to issue or reissue any
13 curative notice to the Settlement Class Members and all Settlement
14 Administration Costs incurred to the date of nullification.

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

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

1 Employee Payment described and will be solely responsible for any penalties or other
2 obligations resulting from their personal tax reporting of Individual Settlement
3 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
4 Payment. .

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

23 I. Preliminary Approval Motion. Within fourteen (14) calendar days of execution of this
24 Agreement, or as soon thereafter as practicable, Plaintiff shall file with the Court a
25 Motion for Order Granting Preliminary Approval and supporting papers, which shall
26 include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the
27 Motion at least 3 business days prior to the filing of the Motion to give Defendant an
28 opportunity to propose changes or additions to the Motion.

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

19 K. Notice Procedure.

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

24 2. Notice Packets.

25 a) The Notice Packet shall contain the Notice of Class Action Settlement
26 in a form substantially similar to the form attached as **Exhibit A**. The
27 Notice of Class Action Settlement shall inform Class Members and
28 PAGA Class Members that they need not do anything in order to

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

- 22 b) The Notice Packet's mailing envelope shall include the following
23 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
24 ENTITLED TO PARTICIPATE IN A CLASS ACTION
25 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
26 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
27 NOTICE."
28

- 1 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
2 Settlement Administrator will perform a search based on the National Change
3 of Address Database to update and correct any known or identifiable address
4 changes. No later than twenty one (21) calendar days after preliminary
5 approval of the Settlement, the Settlement Administrator shall mail copies of
6 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
7 electronic mail. The Settlement Administrator shall exercise its best judgment
8 to determine the current mailing address for each Class Member. The address
9 identified by the Settlement Administrator as the current mailing address shall
10 be presumed to be the best mailing address for each Class Member.
- 11 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be
13 re-mailed to any forwarding address provided. If no forwarding address is
14 provided, the Settlement Administrator shall promptly attempt to determine a
15 correct address by lawful use of skip-tracing, or other search using the name,
16 address and/or Social Security number of the Class Member involved, and
17 shall then perform a re-mailing, if another mailing address is identified by the
18 Settlement Administrator. In addition, if any Notice Packets, which are
19 addressed to Class Members who are currently employed by Defendant, are
20 returned to the Settlement Administrator as non-delivered and no forwarding
21 address is provided, the Settlement Administrator shall notify Defendant.
22 Defendant will request that the currently employed Class Member provide a
23 corrected address, and transmit to the Administrator any corrected address
24 provided by the Class Member. Class Members who received a re-mailed
25 Notice Packet shall have their Response Deadline extended fifteen (15) days
26 from the original Response Deadline.
- 27 5. Disputes Regarding Individual Settlement Payments. Class Members will
28 have the opportunity, should they disagree with Defendant's records regarding

1 the start and end dates of employment to provide documentation and/or an
2 explanation to show contrary dates. If there is a dispute, the Settlement
3 Administrator will consult with the Parties to determine whether an
4 adjustment is warranted. The Settlement Administrator shall determine the
5 eligibility for, and the amounts of, any Individual Settlement Payments under
6 the terms of this Agreement. The Settlement Administrator's determination
7 of the eligibility for and amount of any Individual Settlement Payment shall
8 be binding upon the Class Member and the Parties.

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

15 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
16 Packet shall state that Class Members who wish to exclude themselves from
17 the Settlement must submit a signed copy of the Request for Exclusion form
18 to the Settlement Administrator by the Response Deadline. A Request for
19 Exclusion form will be mailed together with the Notice Packet to all Class
20 Members. The Request for Exclusion will not be valid if it is not timely
21 submitted, if it is not signed by the Class Member, or if it does not contain the
22 name and address and last four digits of the Social Security number of the
23 Class Member. The date of the postmark on the mailing envelope or fax stamp
24 on the Request for Exclusion shall be the exclusive means used to determine
25 whether the request for exclusion was timely submitted. Any Class Member
26 who submits a timely Request for Exclusion shall be excluded from the
27 Settlement Class will not be entitled to an Individual Settlement Payment and
28 will not be otherwise bound by the terms of the Settlement or have any right

1 to object, appeal or comment thereon. However, any Class Member that
2 submits a timely Request for Exclusion that is also an Aggrieved Employee
3 will still receive his/her pro rata share of the Aggrieved Employee Payment,
4 as specified below, and in consideration, will be bound by the Release by the
5 PAGA Class as set forth herein. Settlement Class Members who fail to submit
6 a valid and timely Request for Exclusion on or before the Response Deadline
7 shall be bound by all terms of the Settlement and any final judgment entered
8 in this Action if the Settlement is approved by the Court. No later than
9 fourteen (14) calendar days after the Response Deadline, the Settlement
10 Administrator shall provide counsel for the Parties with a final list of the Class
11 Members who have timely submitted timely Requests for Exclusion.
12 Defendant retains the right, in the exercise of its sole discretion, to nullify the
13 settlement within thirty (30) days after expiration of the exclusion period, if
14 ten percent (10%) or more of Class Members exclude themselves from the
15 Settlement. At no time shall any of the Parties or their counsel seek to solicit
16 or otherwise encourage members of the Class to submit Requests for
17 Exclusion from the Settlement.

- 18 8. Objections. The Notice of Class Action Settlement contained in the Notice
19 Packet shall state that Class Members who wish to object to the Settlement
20 may submit to the Settlement Administrator a written statement of objection
21 (“Notice of Objection”) by the Response Deadline. The postmark date of
22 mailing shall be deemed the exclusive means for determining that a Notice of
23 Objection was served timely. The Notice of Objection, if in writing, must be
24 signed by the Settlement Class Member and state: (1) the case name and
25 number; (2) the name of the Settlement Class Member; (3) the address of the
26 Settlement Class Member; (4) the last four digits of the Settlement Class
27 Member’s Social Security number; (5) the basis for the objection; and (6) if
28 the Settlement Class Member intends to appear at the Final

1 Approval/Settlement Fairness Hearing. Class Members who fail to make
2 objections in writing in the manner specified above may still make their
3 objections orally at the Final Approval/Settlement Fairness Hearing with the
4 Court's permission. Settlement Class Members will have a right to appear at
5 the Final Approval/Settlement Fairness Hearing to have their objections heard
6 by the Court regardless of whether they submitted a written objection. At no
7 time shall any of the Parties or their counsel seek to solicit or otherwise
8 encourage Class Members to file or serve written objections to the Settlement
9 or appeal from the Order and Final Judgment. Class Members who submit a
10 written request for exclusion may not object to the Settlement. Class Members
11 may not object to the PAGA Penalties.

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

15 1. Calculation of Individual Settlement Payments. Individual Settlement
16 Payments shall be paid from the Net Settlement Amount and shall be paid
17 pursuant to the formula set forth herein. Using the Class Data, the Settlement
18 Administrator shall add up the total number of Workweeks for all Class
19 Members. The respective Workweeks for each Class Member will be divided
20 by the total Workweeks for all Class Members, resulting in the Payment Ratio
21 for each Class Member. Each Class Member's Payment Ratio will then be
22 multiplied by the Net Settlement Amount to calculate each Class Member's
23 estimated Individual Settlement Payments. Each Individual Settlement
24 Payment will be reduced by any legally mandated employee tax withholdings
25 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
26 Members who submit valid and timely requests for exclusion will be
27 redistributed to Settlement Class Members who do not submit valid and timely
28

requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee’s estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 10% wages (“Wage Portion”) and 70% penalties (“Penalties Portion”), and 20% pre-judgment interest (“Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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

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

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

5 6. All monies received by Settlement Class Members under the Settlement which
6 are attributable to wages shall constitute income to such Settlement Class
7 Members solely in the year in which such monies actually are received by the
8 Settlement Class Members. It is the intent of the Parties that Individual
9 Settlement Payments and individual shares of the PAGA Penalties provided for
10 in this Settlement agreement are the sole payments to be made by Defendant to
11 Settlement Class Members and/or Aggrieved Employees in connection with this
12 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
13 Class Members and/or Aggrieved Employees are not entitled to any new or
14 additional compensation or benefits as a result of having received the Individual
15 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

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

20 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
21 Employees shall remain valid and negotiable for one hundred and eighty (180)
22 days from the date of their issuance. If a Settlement Class Member and/or
23 Aggrieved Employees does not cash his or her settlement check within 90
24 days, the Settlement Administrator will send a letter to such persons, advising
25 that the check will expire after the 180th day, and invite that Settlement Class
26 Member and/or Aggrieved Employees to request reissuance in the event the
27 check was destroyed, lost or misplaced. In the event an Individual Settlement
28 Payment and/or Aggrieved Employees' individual share of the PAGA

Penalties check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to the Community Law Project pursuant to California Code of Civil Procedure section 386.

9. Enhancement Award. In addition to the Individual Settlement Payment as a Settlement Class Member and her individual share of the Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of not more than \$10,000.00, as the Enhancement Award. Defendant will not oppose a Enhancement Award of not more than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the Enhancement Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than thirty (30) business days after the Funding Date. Any portion of the requested Enhancement Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her Enhancement Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Enhancement Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Enhancement Award. If the Court reduces or does not approve the requested Enhancement Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class Counsel will file a motion for or Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be \$483,333.33 *and*

Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars (\$30,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than thirty (30) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Penalties. Eighty Thousand Dollars (\$80,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Penalties"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties (\$60,000) to the California Labor and Workforce Development Agency no later than thirty (30) business days after the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Penalties (\$20,000) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Penalties to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is \$14,500.00. The Settlement Administrator shall be paid the Administration Costs no later than thirty (30) business days after the Effective Date.

M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Enhancement Award, the Attorneys' Fees and Attorneys' Expenses, the PAGA Penalties, and the Administration Costs. 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.

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

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

- 1 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to effect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 13 Q. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 R. Plaintiff's Individual Claims. In addition to this Agreement and the claims she is
16 releasing hereby, Plaintiff is entering into a separate individual settlement agreement,
17 which shall provide for a separate individual payment, and which shall provide for an
18 additional broad release, including a waiver of Civil Code Section 1542. That release,
19 waiver and discharge of all claims shall include, but will not be limited to, any and all
20 claims arising out of the Action, as well as additional claims described in the individual
21 settlement agreement, which are separate and different from the claims alleged in the
22 Action.
- 23 S. Entire Agreement. Except with respect to Plaintiff's individual settlement agreement,
24 described in paragraph "R" immediately above, this Agreement and any attached
25 Exhibit constitute the entire Agreement among these Parties, and no oral or written
26 representations, warranties or inducements have been made to any Party concerning
27 this Agreement or its Exhibit other than the representations, warranties and covenants
28 contained and memorialized in this Agreement and its Exhibit.

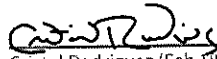
- 1 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate Action required or permitted to be taken by
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The persons signing
6 this Agreement on behalf of Defendant represents and warrants that he/she is
7 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
8 warrants that she is authorized to sign this Agreement and that she has not assigned
9 any claim, or part of a claim, covered by this Settlement to a third-party.
- 10 U. No Public Comment: The Parties and their counsel agree that they will not issue any
11 press releases, initiate any contact with the press, respond to any press inquiry, or have
12 any communication with the press about the fact, amount or terms of the Settlement
13 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
14 of its terms for any marketing or promotional purposes. Nothing herein will restrict
15 Class Counsel from including publicly available information regarding this settlement
16 in future judicial submissions regarding Class Counsel's qualifications and experience.
17 Further, Class Counsel will not include, reference or use the Settlement Agreement for
18 any marketing or promotional purposes, either before or after the Motion for
19 Preliminary Approval is filed.
- 20 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
21 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 22 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
23 shall be governed by and interpreted according to the laws of the State of California.
- 24 X. Counterparts. This Agreement may be executed in one or more counterparts. All
25 executed counterparts and each of them shall be deemed to be one and the same
26 instrument provided that counsel for the Parties to this Agreement shall exchange
27 among themselves copies or originals of the signed counterparts.
- 28

- 1 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
2 is a fair, adequate and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, taking into account all relevant
4 factors, present and potential.
- 5 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
6 respect to the interpretation, implementation and enforcement of the terms of this
7 Agreement and all orders and judgments entered in connection therewith, and the
8 Parties and their counsel submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing and enforcing the settlement and all orders and judgments
10 entered in connection with this Agreement.
- 11 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this
14 Agreement valid and enforceable.
- 15 BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff
16 and settled separately by an individual settlement agreement between the Parties
17 described in paragraph “R” above, Plaintiff and Class Counsel represent that they do
18 not currently intend to pursue any claims against the Released Parties, including, but
19 not limited to, any and all claims relating to or arising from Plaintiff’s employment
20 with Defendant, regardless of whether Class Counsel is currently aware of any facts or
21 legal theories upon which any claims or causes of action could be brought against
22 Released Parties, including those facts or legal theories alleged in the operative
23 complaint in this Action. The Parties further acknowledge, understand and agree that
24 this representation is essential to the Agreement and that this Agreement would not
25 have been entered into were it not for this representation.
- 26 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
27 certification for purposes of this settlement only.
28

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

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

DATED: Feb 18, 2023


Cristal Rodriguez (Feb 18, 2023 11:52 PST)

Cristal Rodriguez

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: February, 23, 2023



EAH INC.

Laura Hall

Printed Name

President and CEO

Title
CA Lic. 01910456

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: February 21, 2023

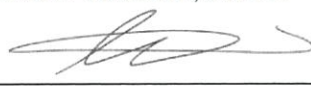
JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class
Members

1
2 DATED: February 21, 2023

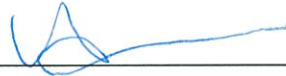
ZAKAY LAW GROUP, APLC

3
4 By: 

5 Attorneys for Plaintiff and the Settlement Class
6 Members

7 DATED: 2/27/23

PAHL & McCAY

8
9 By: 

10 Servando R. Sandoval, Esq.
11 Helene A. Simvoulakis-Panos, Esq
12 Attorneys for Defendant
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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Cristal Rodriguez v. EAH, Inc. Case No. 21CV00884

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against EAH, Inc. ("EAH" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former EAH employee Cristal Rodriguez ("Plaintiff") and seeks payment of unpaid overtime, unpaid minimum wages, failure to provide meal and rest breaks, failure to reimburse for business expenses, failure to provide accurate wage statements and failure to pay all wages owed when due and upon termination for a class of current and former non-exempt hourly employees who worked for EAH ("Class Members") during the Class Period (April 5, 2017 to November 18, 2022; and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former hourly nonexempt employees who worked for EAH during the PAGA Period (April 5, 2020 to November 18, 2022) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring EAH to fund Individual Class Payments, and (2) a PAGA Settlement requiring EAH to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on EAH's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$____ (less withholding) and your Individual PAGA Payment is estimated to be \$____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to EAH's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on EAH's records showing that **you worked ____ workweeks** during the Class Period and **you worked ____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires EAH to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against EAH.

If you worked for EAH during the Class Period and/or the PAGA Period, you have two

basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against EAH.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against EAH, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

EAH will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against EAH that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. EAH must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement ____ Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See

	Section 7 of this Notice.
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You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to EAH’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former EAH employee. The Action accuses EAH of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during employment and upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Jean Claude Lapuyade of JCL Law Firm, APC and Shani Zakay of Zakay Law Group, APLC
 (“Class Counsel.”)

EAH strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether EAH or Plaintiff is correct on the merits. In the meantime, Plaintiff and EAH hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and EAH have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, EAH does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) EAH has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. EAH will pay \$1,450,000.00 as the Gross Settlement Amount (Gross Settlement). EAH has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, EAH will fund the Gross Settlement within sixty-five (65) days of the final approval order by the Court. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ \$483,328.50 (33.33% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$8,000.00 to the Administrator for services administering the Settlement.

- D. Up to \$80,000.00 for PAGA Penalties, allocated 75% or \$60,000.00 to the LWDA PAGA Payment and 25% or \$20,000 in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and EAH are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. EAH will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and EAH have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than forty-five calendar days after the Administrator mails the Class Notice to the Class Members and Aggrieved Employees, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ **Response Deadline**. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against EAH.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude

themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against EAH based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and EAH have agreed that, in either case, the Settlement will be void: EAH will not pay any money and Class Members will not release any claims against EAH.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and EAH has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against EAH or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties all class claims alleged in the operative complaint 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. Except as set forth in Section EE of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.^{viii}.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and EAH has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against EAH, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against EAH or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties arising under Plaintiff's PAGA claims alleged in the operative complaint and Plaintiff's April 5, 2021 Notice to the LWDA which occurred during the PAGA Period, and excluding all other claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers compensation and PAGA Claims outside the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$20,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in EAH's records, are stated in the first page of this Notice. You have 45 days after the Administrator mails the Class Notice to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept EAH's calculation of Workweeks and/or Pay Periods based on EAH's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and EAH's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Cristal Rodriguez v. EAH, Inc.* Case No. 21CV00884, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by no later than 45 days after the Administrator mails the Class Notice, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and EAH are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.ilymgrouppclassaction.com or the Court's website <https://www.santacruz.courts.ca.gov>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is no later than 45 days after the Administrator's mailing of the Class Notice.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Cristal Rodriguez v. EAH, Inc.* Case No. 21CV00884, and include your name, current address, telephone number, and approximate dates of employment for EAH and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department [4] of the Santa Cruz Superior Court, located at 701 Ocean Street, Room 110 Santa Cruz, CA 95060. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.ilymgrouppclassaction.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything EAH and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.santacruz.courts.ca.gov>) and entering the Case Number for the Action, Case No. 21CV00884.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Monnett De La Torre (State Bar #272884)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com

Settlement Administrator:

ILYM Group, Inc.
14751 Plaza Dr. Ste J
Tustin, CA 92780
T: 888.250.6810
F: 888.845.6185
www.ilymgrouplclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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

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);