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Attorneys for Plaintiff MELINA WILSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

MELINA WILSON, an individual, on behalf
of herself, on behalf of all persons similarly
situated,

Plaintiffs,

vs.

SPREEN, INC. dba SPREEN HONDA;
HUDSON MOTOR CARS, LLC dba SPREEN
ACURA; JTS MOTOR CARS, LLC dba
SPREEN MAZDA; HUNTER MOTOR
CARS, INC. dba SPREEN HONDA
CORONA; and Does 1 through 50, Inclusive,

Defendants.

Case No: CIVSB2119857

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: April 5, 2022
Time: 10:00 a.m.

Dept.: S26
Judge: Hon. David Cohn

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

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

7 2. This declaration is being submitted in support of the motion by Plaintiff for an
8 order: approving the settlement in this Private Attorneys General Act (“PAGA”) action with
9 Defendants Spreen, Inc. dba Spreen Honda; Hudson Motor Cars, LLC dba Spreen Acura; JTS
10 Motor Cars, LLC dba Spreen Mazda; and Hunter Motor Cars, Inc. dba Spreen Honda Corona.
11 (“Defendants”).

12 3. A true and correct copy of the fully executed Private Attorney General Act (Labor
13 Code Section 2698 *Et Seq.*) Settlement Agreement and Limited Release (“Settlement
14 Agreement”) is attached as Exhibit #1. A proposed order approving the PAGA settlement is
15 submitted herewith.

16 4. On March 16, 2021, Plaintiff served Defendants and the LWDA with a Notice of
17 Violations (“PAGA Notice”) and draft complaint memorializing claims against Defendants for
18 alleged violations of the California Labor Code, including causes of action for: failure to pay
19 minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1; failure to pay
20 overtime wages in violation of Labor Code sections 510, 1194, and 1198; failure to provide
21 required meal periods in violation of Labor Code sections 226.7 and 512; failure to provide
22 required rest periods in violation of Labor Code sections 226.7 and 512; failure to provide
23 accurate itemized wage statements in violation of Labor Code section 226; and failure to provide
24 wages when due in violation of Labor Code sections 201, 202, and 203. (LWDA Case No.
25 825994-21). On July 9, 2021, Plaintiff filed a complaint against Defendants in the Superior Court
26 of San Bernardino County, Case No. CIVSB2119857, alleging a single cause of action for
27 violations of PAGA based on the above Labor Code violations.

1 5. Plaintiff and Defendants agreed to mediate the action with Hon. Carl J. West (Ret.)
2 (“Judge West”), an experienced and reputable mediator and jurist. Prior to the mediation, in order
3 to evaluate the potential value of the claims, the Parties engaged in significant efforts to obtain the
4 facts regarding the claims asserted, including all of Defendants’ relevant wage and hour policies,
5 the exchange of detailed statistical data regarding assignments performed by Plaintiff and the
6 Aggrieved Employees, the production of hundreds of pages of documents including a large
7 sample of time records and payroll records, and the exchange of detailed briefing and analysis in
8 connection with the mediation.

9 6. Thereafter, on April 21, 2021, the Parties participated in a full-day mediation with
10 Judge West. After extensive, arms-length negotiations and bargaining, the Parties reached an
11 agreement to settle based on Judge West’s proposal, which led to the signing of a PAGA
12 Settlement Agreement and Limited Release memorializing the settlement. The settlement was
13 negotiated in light of all known facts and circumstances and the uncertainty associated with
14 litigation – including the risk of Plaintiff not being able to maintain representative claims and
15 establishing manageability, the difficulty of proving Plaintiff’s claims in a manageable trial, the
16 merits of Defendants’ potential defenses, and the significant delay and potential appellate issues
17 inherent to litigation – and was reached after extensive arm’s length negotiations, with the
18 assistance of Judge West.

19 7. The PAGA settlement is subject to Court approval consistent with Labor Code §
20 2699(1)(2) (Settlement Agreement at §5.02). The Settlement Agreement negotiated by the Parties
21 provides for a “Gross PAGA Settlement Fund” payment in the amount of \$300,000 to resolve the
22 PAGA Claim. The Gross PAGA Settlement Fund encompasses attorneys’ fees in the amount of
23 \$100,000 (which is one-third of the PAGA Settlement), reimbursement of incurred costs in an
24 amount not to exceed \$15,000, and Settlement Administration Costs, which will not exceed
25 \$10,000. (Settlement Agreement at §§ 5.2 and 5.3). Once the Attorney Fee/Cost Payment and
26 Administration Costs have been deducted from the Gross PAGA Settlement Fund, the remaining
27 funds will be referred to as the “Net PAGA Settlement Fund.”
28

1 8. The Net PAGA Settlement Fund, approximately \$175,000, shall be allocated as
2 follows: a total of seventy-five percent (75%) shall be paid to the LWDA and the remaining
3 twenty-five percent (25%) shall be paid to the PAGA Employees. (Settlement Agreement at §
4 5.5.1).² This 75/25 allocation is required by Labor Code § 2699 as explained by *ZB, N.A. v.*
5 *Superior Court*, 8 Cal.5th 175 (2019).

6 9. During mediation, Defendant represented to Plaintiff's Counsel that there are
7 approximately 240 Aggrieved Employees who worked approximately 7,000 pay periods during
8 the PAGA Period. (Settlement Agreement at § 5.1.1).

9 10. The Individual Settlement Share for each PAGA Employee shall be based on the
10 number of payroll periods each PAGA Employee worked during the PAGA Period as a
11 percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
12 (Settlement Agreement at § 5.6). The PAGA Period is the time period between March 16, 2020
13 and July 21, 2021. (Settlement Agreement at § A).

14 11. Upon entry of Judgment and funding in full of the Settlement by Defendants, the
15 Released Parties shall be entitled to a release from the State of California and Plaintiff as to the
16 following claims: All claims for civil penalties under PAGA, arising during the PAGA Period,
17 based on the facts alleged in the operative complaint and Plaintiff's notice letter to the LWDA³
18 and any resulting claim for attorneys' fees and costs under PAGA, which occurred during the
19 PAGA Period. ("Released Claims") (Settlement Agreement at § 2.2). The Released Claims in the
20 Settlement Agreement excludes all PAGA claims outside the PAGA Period, all PAGA claims not
21 alleged in the operative complaint or LWDA Notice, and all non-PAGA claims. (*Id.*) The
22 Settlement Agreement does not release any individual claims. (*Id.*)

23 12. Defendants shall provide the Settlement Administrator, ILYM Group, with a list of
24 all PAGA Employees (the "PAGA Employee List") within ten (10) business days after the
25 Effective Date. (Settlement Agreement at § 4.1). Provided that the Order of Approval is entered

26 ² "PAGA Employees" means all current or former hourly, non-exempt, piece rate, and/or
27 commission-pay employees employed by Defendants in California at any time during the PAGA
28 Period. (Settlement Agreement at § A). The PAGA Period between March 16, 2020 and July 21,

³ A copy of Plaintiff's notice to the LWDA is attached as an exhibit to the Zakay Dec.

1 by the Court, Defendants hereby agree to fund the Gross PAGA Settlement Fund within thirty
2 (30) days after the Court Approval Order. (Settlement Agreement at § 5.1). No later than ten (10)
3 business days after receipt of the Gross PAGA Settlement Fund from Defendants, the Settlement
4 Administrator will mail settlement checks and a letter explaining why the check is being sent
5 (“Notice”), to the PAGA Employees identified on the PAGA Employees List by postmarked First
6 Class U.S. Mail. (Settlement Agreement at § 4.2). Should any of the Notices be returned as
7 undeliverable, the Settlement Administrator will have five (5) calendar days after it receives the
8 returned undeliverable mail to search for a more current address for the PAGA Employee (via a
9 skip trace or other reasonable method) and to re-mail Notices to the traced address. (Settlement
10 Agreement at § 4.2). Settlement checks issued to PAGA Employees will expire one hundred
11 eighty (180) days from the date they are issued by the Settlement Administrator. (Settlement
12 Agreement at § 5.8). If the check remains uncashed by the expiration of the 180-day period, the
13 Settlement Administrator shall remit any unclaimed funds to the California Unclaimed Fund of
14 the PAGA Employees, and the amounts allocated to each. (*Id.*). The Individual PAGA Payments
15 are 100% penalties and shall be reported using IRS tax form 1099. (Settlement Agreement § 5.7).

16 13. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of
17 the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant
18 motion for settlement approval as set forth in the accompanying proof of service in compliance
19 with Labor Code section 2699(1). In addition, Plaintiff will submit to the LWDA a copy of the
20 Court’s judgment and order approving the Settlement Agreement within ten (10) days after entry
21 of judgment or order.

22 14. The claim before this Court is the representative claim under the PAGA on behalf
23 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
24 settle this PAGA claim in its entirety after significant informal discovery, and an arm’s length
25 mediation. The settlement is intended to fully and finally resolve the PAGA Released Claims
26 asserted by Plaintiff on behalf of the State of California. This is only a settlement of the PAGA
27 claims for civil penalties and is not a class settlement and does not release the individual claims, if
28 any, of the PAGA Employees. This settlement does not release any claim that is not a PAGA

1 claim.⁴ Attorneys' fees equal to one-third of the PAGA Settlement amount (\$100,000) and
2 litigation expenses in an amount not to exceed \$15,000 will also be paid to Plaintiff's Counsel as
3 part of the settlement in accordance with California Labor Code § 2699(g)(1) as set forth in the
4 Settlement Agreement. Lastly, payment to the Settlement Administrator in an amount not to
5 exceed \$10,000 to perform the administrative duties to distribute the settlement money shall also
6 be paid.

7 15. Plaintiff and her counsel believe that the Gross PAGA Settlement Fund amount is
8 fair and reasonable and therefore "shall" be reviewed and approved. The Labor and Workforce
9 Development Agency has released data on PAGA settlement amounts. After removing the outliers
10 at the low and high end, the average, total settlement amount of PAGA claims is approximately
11 \$10,000. Here, the Gross PAGA Settlement Fund of \$300,000 is significantly larger.

12 16. California Labor Code Section 2699(e)(1) permits a Court to award a lesser
13 amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise
14 would result in an award that is "unjust, arbitrary and oppressive or confiscatory." Before and
15 during the mediation, Defendants argued, among other things, that it was unlikely that any Judge
16 would award more than the actual amounts owed on the claims, let alone the full \$100 or \$200 per
17 violation. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
18 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
19 Therefore, at trial, any PAGA penalties awarded in this case could be significantly less than
20 Plaintiff's calculation, even had Plaintiff prevailed on the PAGA claim. Here, multiplying the
21 number of violations identified, assumed, and extrapolated by Plaintiff (28,210 violations) by \$5
22 results in a total potential liability of **\$141,050**. Further, multiplying the number of pay periods
23 (7,000) by \$5 results in a total potential liability of **\$35,000**. Therefore, even assuming Plaintiff
24 would have prevailed on all of her claims at trial, the result obtained by Plaintiff in the Settlement
25 exceeds the amount Plaintiff would have recovered had the Court relied on *Carrington* in
26 awarding the PAGA penalties.

27 ⁴ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: "Nonparty employees are
28 bound by the judgment in an action under the PAGA, but only with respect to recovery of civil
penalties."

17. Plaintiff's claims and corresponding PAGA penalties can be broken down as follows:

Labor Code Section	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
203 (waiting time violations)	105 terminated employees	\$100	105	100% of pay periods when an employee was terminated	\$10,500
1198, 558 (unpaid wages)	240 aggrieved employees	\$100	7,000	100% of total pay periods	\$700,000
226.2, 226.7, & 512 (rest break violations)	240 aggrieved employees	\$100	7,000	100% of total pay periods	\$700,000
226.7 (unpaid meal break violations)	240 aggrieved employees	\$100	7,000	100% of total pay periods	\$700,000
227.3 (vested vacation time violations)	105 former aggrieved employees	\$100		100% of total pay periods when an employee was terminated	\$10,500
226 (wage statement violations)	240 aggrieved employees	\$100	7,000	100% of total pay periods	\$700,000

The settlement amount is 10.6% of Defendants' total exposure

18. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove that each PAGA Employee suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum or overtime wages, failure to provide accurate itemized wage statements, failure to pay wages when due, and/or failure to maintain required records.

1 19. Defendants maintain that Plaintiff and the PAGA Employees were properly
2 compensated, and that they did not violate the Labor Code. Most importantly and relevant to this
3 case, Defendants argued that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal.4th
4 1004 (2012), weakened, if not eliminated, Plaintiff's claims, on liability, value, and discretion
5 with respect to the PAGA penalties, as to the meal and rest period claims. A major component of
6 the penalties alleged to have been owed by Defendants are attributed to non-compliant meal and
7 rest breaks. Before and during the mediation, Defendants aggressively argued that Defendants'
8 policies and culture afforded the PAGA Employees an opportunity to take timely meal and rest
9 breaks, and that employees like Plaintiff chose not to take compliant breaks. Specifically,
10 Defendant's written policies encouraged PAGA Employees to take meal periods and rest breaks
11 according to schedules compliant with the California Labor Code. The policy further *required*
12 employees who felt they were not provided an opportunity to take a meal or a rest break to notify
13 and provide an explanation to their manager no later than the next day. Defendants argued,
14 therefore, that under the *Brinker* decision it has no liability for the missed breaks whatsoever.
15 Defendants argued that it adopted and strictly enforced lawful policies and afforded Plaintiff and
16 the PAGA Employees compliant meal and rest breaks. Because Plaintiff's claims were largely
17 based on the missed meal and rest breaks, and because Defendants' policies were, indeed,
18 compliant, this presented a very real concern for Plaintiff. If successful, this defense could
19 eliminate or substantially reduce any recovery under PAGA. While Plaintiff believes that this
20 defense, and others, could be overcome, Defendants maintain that these defenses have merit and
21 therefore present a serious risk to recovery of penalties.

22 20. Accordingly, Defendants dispute and deny Plaintiff's allegations and claims
23 asserted in the operative complaint which are resolved by the Settlement Agreement. Defendants
24 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount
25 of the penalties. Defendants could argue that no penalties prior to the PAGA notification should
26 be awarded because the violations were not intentional, and at least one court has so ruled. These
27 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA
28 penalties sought may not be awarded.

1 21. Given Defendants’ potential defenses to the violations at issue, the risks and costs
2 of continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and
3 reasonable. Plaintiff’s Counsel have significant experience litigating wage and hour claims
4 including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than
5 similar settlements that courts have approved. The PAGA Settlement, along with the other terms
6 of the proposed settlement, were negotiated by experienced counsel at arm's length with the
7 assistance of an experienced and reputable mediator, Judge Carl West (Ret.).

8 22. The LWDA has been provided notice of this motion and the PAGA settlement.
9 The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be
10 given considerable weight. This is not a situation where the Court needs to be concerned about
11 the rights of absent employees as in a class settlement, as this PAGA-only settlement does not
12 release the individual claims of absent employees, and the LWDA is a sophisticated government
13 entity that is more than able to look out for its own rights.

14 23. The payment of attorneys’ fees and costs to Plaintiff’s Counsel under the
15 Agreement is supported by several factors. First, the requested fees are justified by the result
16 achieved. Plaintiff’s Counsel negotiated a recovery of \$300,000, and this result justifies the
17 requested fees equal to one third of this recovery. This percentage is within the standard
18 contingent recovery percentage of one-third, and this percentage is what was expressly approved
19 by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). At the time
20 this case was brought, the result was far from certain. Defendants’ defenses to the merits of the
21 case created difficulties with proof and complex legal issues for Counsel to overcome. Here, a
22 number of defenses asserted by Defendants present serious threats to the claims of the Plaintiff
23 and the PAGA Employees. Defendants asserted that their employment practices complied with all
24 applicable Labor laws. If successful, Defendants’ defenses would eliminate *any recovery* to the
25 PAGA Employees. While Plaintiff believes that these defenses could be overcome, Defendants
26 maintain that these defenses have merit and therefore present a serious risk to recovery. The
27 Settlement was possible because Counsel was able to persuade Defendants that there was an
28 appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and

1 overcome difficulties in proof as to monetary relief. Second, the fee award is justified by the
2 work performed. The fee award represents Plaintiff's Counsels current combined lodestar of
3 \$72,680.00 with a multiplier of 1.37 with additional work to be performed such that the multiplier
4 will ultimately be even lower. Third, consideration of the enhancement factors justifies the
5 enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk of
6 non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues
7 involved. See *Ketchum v. Moses*, 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier
8 in cases that meet these criteria is an abuse of discretion. *Stetson v. Grissom*, 821 F.3d 1157, 1166
9 (9th Cir. 2016).

10 24. Under the Settlement Agreement, Plaintiff's Counsel will be recovering litigation
11 expenses in the total amount of \$9,779.30 which is less than the \$15,000 allocation for costs in the
12 Settlement Agreement, so the difference of \$9,779.30 will be added to the PAGA Payment
13 amount. The litigation expenses incurred by Zakay Law Group, APC and the JCL Law Firm, APC
14 were in the amount of \$9,779.30, were all reasonably necessary to the litigation, and are detailed
15 in Exhibit #2 attached hereto.

16 25. As detailed in the accompanying billing statement attached hereto as Exhibit #2,
17 Zakay Law Group, APC and JCL Law Firm, APC current lodestar is \$72,680.00 for more than
18 159.6 hours of work. The firms have worked on this action for more than 12 months. In addition,
19 there will be additional lodestar still to be incurred to complete the settlement.

20 Experience and Qualifications

21 26. I have represented thousands of employees in a variety of legal matters, including
22 PAGA lawsuits, class actions and complex litigation cases. Zakay Law Group APC's practice is
23 devoted almost entirely to the prosecution of wage and hour class action and PAGA action
24 matters. I have successfully prosecuted and obtained significant recoveries in numerous class
25 action lawsuits and other lawsuits involving complex issues of law and fact. A true and correct
26 copy of the resume of Zakay Law Group, APC is attached hereto as Exhibit #3.

27 27. My credentials are reflected in the Zakay Law Group, APC firm resume, a true
28 and correct copy of which is attached hereto as Exhibit #3. Some of the major cases my firm has

undertaken are also set forth in Exhibit #3. I have had extensive representative and class litigation experience, much of it in the area of representative PAGA actions, employment class actions, unfair business practices and other complex litigation. I have litigated similar wage and hour class action cases against other employers on behalf of employees. It is this level of experience which enabled the firm to undertake the instant matter and to successfully combat the resources of the defendant and its capable and experienced counsel. On account of the concerted and dedicated effort this case required in order to properly handle and prosecute, I was precluded from taking other cases, and in fact, had to turn away other potential fee generating cases.

28. The hourly rate for this case ranged between \$350-\$550 per hour. The rate are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. Finally, the reasonableness of my hourly rates is further confirmed by comparing this rate with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Plaintiff's Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable.

29. **Compliance with Labor Code §§2689:** On March 11, 2022, the LWDA has been provided notice of this motion and the PAGA settlement. (See Exhibit 4).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of March 2022, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND LIMITED RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is made by and between Melina Wilson (“Plaintiff” or “Wilson”), on behalf of herself and as a proxy/agent for the California Labor Workforce Development Agency (“LWDA”), and Spreen, Inc., a California corporation, and Spreen, Inc. doing business as Spreen Honda, Hudson Motorcars, LLC, doing business as Spreen Acura, JTS Motorcars, Inc. doing business as Spreen Mazda, Hunter Motorcars, Inc. doing business as Spreen Honda Corona (“Defendants” or “Spreen”) to settle and resolve Plaintiff’s lawsuit for civil penalties pursuant to California Labor Code § 2698 *et seq.* filed against Defendants (“PAGA”) arising from wage and hour claims. Plaintiff and Defendants are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party.” This Agreement is made in consideration of the following facts:

A. WHEREAS, certain disputes have arisen between the Parties concerning Plaintiff’s claims against Defendants regarding Spreen’s pay plans, rest period compensation, meal and rest breaks, minimum wage, regular and overtime pay, wage statements, reimbursement of business-related expenses, vacation pay, and payment of wages due during or at separation of employment, as applied to hourly, non-exempt, piece rate and/or commission-pay employees employed by Defendants in California at any time between March 16, 2020 and July 21, 2021 (the “PAGA Period”). These employees are hereinafter referred to as the “PAGA Employees.”

B. WHEREAS, Plaintiff provided a draft Class Action Complaint for Damages, listing San Bernardino Superior Court, styled *Wilson v. Spreen, Inc., et al.*, which is based on the disputes described in Paragraph A, above, the allegations set forth in Wilson’s March 16, 2021, letter to the LWDA (Case No. cm-825994-21), and as thereafter amended, and the allegations to be set forth in Wilson’s draft Class Action Complaint specifying the PAGA employees that will be subject to the agreement. Wilson subsequently amended her Complaint to allege PAGA claims only.

C. WHEREAS, the claims and/or theories of liability included in Plaintiff’s letter to the LWDA and Lawsuit were subject to dispute between the Parties following Defendants’ receipt of the letter to the LWDA and the Lawsuit, and during the arms-length negotiation of a settlement of the claims and causes set forth in the letter to the LWDA and in the Lawsuit, including representative PAGA claims on behalf of PAGA Employees seeking civil penalties based on alleged violations of the California Labor Code, including but not limited to Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804, and the applicable IWC Wage Orders, and any resulting claim for attorneys’ fees and costs under PAGA, which occurred during the PAGA Period. (the “PAGA Representative Claims”).

D. WHEREAS, on July 9, 2021 Plaintiff filed a complaint with the San Bernardino

Superior Court alleging a single cause of action for violations of PAGA (Case No. CIVSB2119857) (the “Action” or the “Lawsuit”).

E. WHEREAS, Defendants deny all of the allegations in the Lawsuit, and specifically the PAGA Representative Claim contained in the LWDA letter and the Action, and deny that they have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties agree that neither the Parties’ settlement, this Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the settlement and Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Lawsuit or the letter to the LWDA. Defendants further deny that any Defendant entity is a joint employer of the other.

F. WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Wilson’s PAGA Representative Claim, and all other claims alleged in the Lawsuit, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Lawsuit and PAGA Representative Claim against Defendants. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendants of liability.

G. WHEREAS, the Plaintiff and her counsel of record believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Representative Claim and Lawsuit, and the Parties agree that they have arrived at the settlement after extensive, arms-length negotiations in a full day private mediation before an experienced jurist and mediator, Judge Carl West (Ret.), taking into account all relevant factors, present and potential.

H. WHEREAS, Plaintiff contends that, under California Law, the State may assess and collect civil penalties from “employers” for violations of certain provisions of the Labor Code. *See* Cal. Lab. Code §2699, *et seq.* Under PAGA, however, if an “aggrieved employee” give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated,” and the State thereafter decides not to investigate, as was the case here, or does investigate and determines that a citation against the employer should not issue, the employee may, “as a alternative” to enforcement by the State, act as a proxy or agent of the state’s labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties “on behalf of himself or herself and other current or former employees.” *Id.* “[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employee.” *Id.*

I. WHEREAS, Plaintiff contends that California Labor Code section 2699(l) requires Court approval of “any penalties sought as part of a proposed settlement agreement” pursuant to PAGA. The Parties agree that the Lawsuit will be settled in its entirety without any requirement of class certification under Code of Civil Procedure § 382. Defendants do not waive, and instead expressly reserve, their rights to challenge the propriety of this case proceeding as a representative action in the event that this Agreement is not approved. In the

event that this Agreement is not approved, Defendants also do not waive, and instead expressly reserve, their right to assert that any PAGA representative action claim must comply with the Code of Civil Procedure § 382 and/or the appropriate provisions of the California and Federal Rules of Civil Procedure, and to otherwise challenge the propriety of this case proceeding in any sort of representative capacity.

THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATES: The effective date of this settlement (“Effective Date”) shall be the date the Court signs the order approving the Litigation and PAGA Settlement (“Court Approval Order”) and Defendants fund the Gross PAGA Settlement Fund in full.

2. RELEASES:

2.1 Omitted.

2.2 **Release by LWDA and PAGA Employees:** Upon the Effective Date, the LWDA and Plaintiff, on behalf of PAGA Employees to the fullest extent allowed by law, shall fully release and forever discharge the claims alleged in the Lawsuit and PAGA Representative Claim arising during the PAGA Period for civil penalties under PAGA alleged in the Lawsuit and Plaintiff’s letter to the LWDA, including PAGA civil penalties arising from claims that Defendants (a) failed to pay at least minimum wage separately for rest breaks, (b) failed to timely pay all minimum wage, regular and overtime wages each pay period at the correct rates; (c) failed to provide lawful meal periods or compensation in lieu thereof; (d) failed to authorize or permit rest breaks or provide compensation in lieu thereof; (e) failed to reimburse necessary business-related expenses; (f) failed to provide and maintain accurate wage statements; (g) failed to pay all vested vacation pay; (h) failed to timely pay wages due upon separation of employment, and (i) failure to compensate piece rate work and/or to provide additional compensation for rest and recovery periods, where the foregoing claims arise under Labor Code § 2698, et seq. or any other PAGA civil penalties arising from alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.6, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, (“Released Claims”) against Defendants and all of their past and present parents, subsidiaries, affiliates and their officers, directors, manager, employees, partners, agents, insurers, representatives, attorneys, investors, shareholders, members, divisions, companies, predecessors, successors, and/or assigns, (hereinafter “Released Parties”). The time period governing these Released Claims shall be at any time from March 16, 2020, and July 21, 2021 (the “PAGA Period” and “Lawsuit Period”).

It is understood and agreed that although this limited release releases the Released Parties from all claims for penalties and relief recoverable under PAGA or in the Lawsuit, the Released Parties retain and are entitled to assert any and all arguments or defenses they believe they have

as to the PAGA Employees, including standing, res judicata, collateral estoppel, or equitable estoppel, on the basis that any or all PAGA Employees have been fully compensated for any and all alleged PAGA penalties, as a result of this Settlement and the payments described herein.

2.3 **Additional Release by the Plaintiff.**

2.3.1 Plaintiff shall separately release the Released Parties from claims in accordance with a separate individual settlement agreement, which shall be confidential, except to the extent that disclosure of such individual settlement agreement is necessary in order to secure the Court's approval of this Agreement.

3. SETTLEMENT APPROVAL BY COURT: Plaintiff is represented by JCL Law Firm A.P.C. and Zakay Law Group, APLC for Plaintiff's individual claims and for approval of the PAGA penalties pursuant to California Labor Code § 2699(l) advocating that the penalties are fair, adequate, and reasonable.

4. NOTICE TO PAGA EMPLOYEES:

4.1 No later than ten (10) business days after the Effective Date, Defendants shall provide the Settlement Administrator, ILYM Group with a list of all PAGA employees (the "PAGA Employee List"). The PAGA Employee List shall state each PAGA Employee's (1) full name, (2) last known address, (3) social security number, and (4) the numbers of pay periods he or she worked during the PAGA Period. This information shall be treated as and remain confidential and shall be used solely to manage the notice and claims process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by Order of the Court.

4.2 No later than ten (10) business days after receipt of the Gross PAGA Settlement Fund (defined below in Section 5.1) from Defendants, the Settlement Administrator will mail settlement checks and a letter explaining why the check is being sent, substantially in the form attached hereto as **Exhibit A**, ("Notice"), to the PAGA Employees identified on the PAGA Employees List. Prior to mailing the Notices, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Notices be returned as undeliverable, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Notices to the traced address.

5. SETTLEMENT PAYMENT PROCEDURES:

5.1 **Gross PAGA Settlement Fund.** Provided that the Order of Approval is entered by the Court, and in exchange for the Releases set forth in Paragraph 2.2 above, Defendants hereby agree to make a payment to an account designated by the Settlement Administrator in the amount of Three Hundred Thousand, Dollars (\$300,000.00) ("Gross PAGA Settlement Fund") which shall be all inclusive, encompassing (i) all payments to the LWDA and PAGA Employees;

(ii) any and all costs of third party administration of the settlement; and (iii) all attorneys' fees and costs. Defendants agree to fund the Gross PAGA Settlement Fund within thirty days after the Court Approval Order.

5.1.1 **Pro Rata Increase to Gross PAGA Settlement Fund.** The negotiations of the Settlement were premised on the assumption that there were 240 aggrieved employees that worked approximately 7,000 pay periods. If the total number of pay periods exceeds 7,000 by more than fifteen percent (15%), the Gross PAGA Settlement Fund will increase by Forty-Two Dollars and Eighty-Five Cents (\$42.85) for each additional pay period, and Defendants agree to pay this increased amount as the Gross Settlement PAGA Settlement Fund. In the event of a pro rata increase pursuant to this Paragraph 5.1.1, all amounts calculated and/or estimated based on the original Gross PAGA Settlement Fund of \$300,000.00, including, but not limited to, the components of the incorporated into this Agreement by operation of this Agreement alone. In such an event, Plaintiff may, but will not have an obligation to, request that Defendants execute an addendum to this Agreement solely to reflect the revised amounts without affecting the enforceability or binding nature of this Agreement, and Defendants agree to provide an executed counterpart within three (3) business days of Plaintiff's request.

5.2 **Attorneys' Fees and Costs:** Defendants will not oppose a request by Plaintiff for attorneys' fees of up to one-third (1/3) of the Gross Settlement PAGA Fund equal to One Hundred Thousand United States Dollars (\$100,000.00) ("Attorney Fee") and costs of up to Fifteen Thousand United States Dollars (\$15,000.00) ("Attorney Cost") as compensation for the reasonable attorneys' fees and costs incurred in connection with the work performed to litigate the Lawsuit (collectively, "Attorney Fee/Cost Payment"). The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel for their respective share of the Attorney Fee/Costs Payment.

5.3 **Settlement Administration Costs:** Defendants will not oppose a request for reimbursement of costs associated with the administration of the Settlement in an amount of no more than Ten Thousand United States Dollars and Zero Cents (\$10,000.00) to be paid to the Settlement Administrator ("Administration Costs") from the Gross PAGA Settlement Fund.

5.4 **Payment to Plaintiff for General Release:** Plaintiff shall separately receive payment from Defendants in accordance with a separate individual settlement agreement, which shall be confidential, except to the extent that disclosure of such individual settlement agreement is necessary in order to secure the Court's approval of this Agreement.

5.5 **Net PAGA Settlement Fund:** Once the Attorney Fee/Cost Payment and Administration Costs have been subtracted from the Gross PAGA Settlement Fund, the remaining funds will be referred to as the "Net PAGA Settlement Fund."

5.5.1 The Net PAGA Settlement Fund (approximately \$175,010.00) shall be allocated as follows: A total of seventy-five percent (75%) of the Net PAGA Settlement Fund shall be paid to the California Labor & Workforce Development Agency ("LWDA PAGA Payment"). The remaining twenty-five percent (25%) of the Net PAGA Settlement Fund ("PAGA Employees Fund") shall be payable to the PAGA Employees,

and each PAGA Employee shall receive a pro rata share of this amount as further detailed in Paragraph 5.6, below.

5.6 Allocation of PAGA Employees' Fund: Each PAGA Employee shall be sent a pro rata share of the PAGA Employees' Fund ("Individual Settlement Shares") based on the number of pay periods that he or she worked for Defendants in the State of California during the PAGA Period ("Qualifying Pay Periods"). The Individual Settlement Shares shall be calculated as follows:

- First, each PAGA Employee's number of Qualifying Pay Periods will be divided by the total number of Qualifying Pay Periods for all PAGA Employees, and the resulting figure will be referred to as the "Multiplier."
- Second, each PAGA Employee's Multiplier will be applied to the PAGA Employees' Fund to calculate each employee's dollar share of the PAGA Employees' Fund.

5.7 Distribution and Taxes: No later than ten (10) business days after the receipt of the Gross PAGA Settlement Fund from Defendants, the Settlement Administrator shall distribute the Notice and a check to each PAGA Employee in the amount of the allocated penalties. The Notice sent with the checks to the PAGA Employees shall be in substantially the same form as, and contain the same language as, the Notice letter attached hereto as payment for civil penalties, shall be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 to the respective PAGA Employee and applicable governmental authorities. Within twenty (20) calendar days of distributing all payments required under this Agreement, the Settlement Administrator shall provide to Plaintiff's and Defendants' Counsel written confirmation verifying that it effected disbursement of the Gross PAGA Settlement Fund pursuant to the terms of this Agreement. Nothing in this Agreement is intended to constitute legal advice regarding federal, state and/or local tax obligations. Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

5.8 Expiration of Settlement Checks: Settlement checks issued to PAGA Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall remit any unclaimed funds to the California Unclaimed Fund of the PAGA Employees and the amounts allocated to each.

5.9 Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

5.10. **Effect of Judgment.** Upon the Court's entry of the Final Order and judgment, Plaintiff and the PAGA Employees will: (i) be bound by the terms and conditions of this Agreement, and the releases set forth herein; (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the settlement and the Court's Final Order, and (iii) be entitled to receive a share of the Employee PAGA Fund along with all other PAGA Employees, as set forth herein, regardless of whether he or she receives Notice or deposits any payment received as a result of the Agreement.

6. **IMPACT OF NON-APPROVAL BY COURT:** Should the Court not approve the Settlement the Parties shall request leave and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the Parties shall be restored to their litigation positions as of April 21, 2021. In order for the Parties to be restored to their litigation positions as of April 21, 2021, either party shall file a written notice with the Court detailing the reasons why any Court-identified issues cannot be resolved by reasonable efforts. The written notice shall be filed no earlier than twenty-one (21) days after the Court enters an order denying approval. If the Court ultimately fails to grant approval after the Parties' joint attempt to remedy, or if the Court's approval is reversed or materially modified on appellate review, the Parties, Settlement and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

7. **ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT:** Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this Lawsuit and over all Parties, to the fullest extent to enforce and effectuate the terms and intent of the Settlement and this Agreement. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reason incurred in connection with any enforcement actions, and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

8. **REPRESENTATIONS AND WARRANTIES:** In further consideration for payment of the PAGA settlement amounts, Plaintiff represents and warrants that she has the right and exclusive authority to execute this Agreement. Each Party to this Agreement also represents and warrants to, and agrees with, each other Party hereto as follows:

8.1 Each Party has carefully read and knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

8.2 Each Party to this Agreement has investigated the facts relevant to this Settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary.

8.3 Each separately numbered term of this Agreement is contractual, not merely a recital.

8.4 Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

9. **NO ADMISSION OF WRONGDOING:** Defendants deny that they engaged in any unlawful activity, that they failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendants or any of the Released Parties of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendants or any of the Released Parties.

10. **NON-EVIDENTIARY USE:** Neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff, the LWDA, Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Plaintiff, the LWDA, or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to attempt to establish that a PAGA Employee or the LWDA has released PAGA claims, has resolved or has been compensated for any claims made by that employee or the LWDA.

11. **CHOICE OF LAW:** The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

12. **COOPERATION:** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

13. **SEVERABILITY:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions.

14. **ADDITIONAL TERMS:**

14.1 This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

14.2 Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

14.3 This Agreement may be executed in counterparts. A signature by way of facsimile or email shall serve as an original for all purposes.

14.4 Headings in this Agreement are included solely for convenience and shall not control the meaning or interpretation of any provision of this Agreement.

14.5 With the exception of claims asserted by the Plaintiff in the Lawsuit, including released PAGA Representative Claim, Plaintiff agrees not to participate in, encourage, assist or facilitate, and Plaintiff and her attorneys represent that they have not participated in, encouraged, assisted or facilitated, the bringing or maintenance of any kind of cause of action, claim, report, or any administrative complaint on the federal, state, or local level by any of the Released Parties' former or present employees against any of the Released Parties based on any matter arising or accruing prior to the execution of the Agreement, except for any activities that cannot be precluded under applicable law. The Parties agree that the information to be provided to the Settlement Administrator will not be used to solicit PAGA Employees to file any claim, charge or complaint of any kind whatsoever against released Parties, or for any other purpose other than to administer the settlement as provided herein. Plaintiff and her attorneys represent that they are unaware of any other employees of the Released Parties who have taken any affirmative steps toward the filing of any claims against the Released Parties, other than the Plaintiff Melina Wilson in this matter. Plaintiff and her attorneys agree to not knowingly use information obtained via the Lawsuit or settlement to solicit, encourage, or assist anyone else to initiate a claim against the Released Parties.

14.6 Statements Regarding the Settlement. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the Lawsuit other than what is available in public documents, at any time. Any communication about the settlement and this Agreement to PAGA Employees prior to Court approval of the notice process, will be directed to

the Settlement Administrator and will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming notice.

15. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiff and an authorized officer of Defendants.

16. **NOTICES:** All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail, to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiff

JCL LAW FIRM, A.P.C.
Jean-Claude Lapuyade
3990 Old Town Avenue, Suite C204
San Diego, CA 92110

ZAKAY LAW GROUP, APLC
Shani O. Zakay
5850 Oberlin Drive, Suite 230A
San Diego, CA 92121

Counsel for Defendants

CAF LAW GROUP
Carla J. Feldman
8444 Wilshire Boulevard, 8th Floor
Beverly Hills, CA 90211

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

Dated: 1/3/2022

PLAINTIFF MELINA DONN WILSON

DocuSigned by:

Melina Donn Wilson

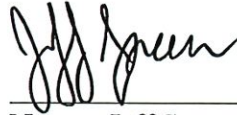
Dated: _____

DEFENDANT SPREEN, INC., a California corporation.

DEFENDANT HUDSON MOTORCARS,
LLC, a California Limited Liability
Company.

DEFENDANT JTS MOTORCARS, INC., a
California corporation.

DEFENDANT HUNTER MOTORCARS,
INC., a California corporation.



Name: Jeff Spreen

Title: President

APPROVED AS TO FORM AND CONTENT

Dated: _____

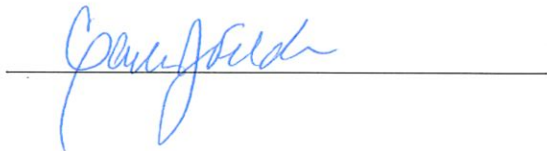
JCL LAW FIRM, A.P.C.

Dated: _____

ZAKAY LAW FIRM, APLC

Dated: January 12, 2022

CAF LAW GROUP



DEFENDANT HUDSON MOTORCARS,
LLC, a California Limited Liability
Company.

DEFENDANT JTS MOTORCARS, INC., a
California corporation.

DEFENDANT HUNTER MOTORCARS,
INC., a California corporation.

Name: Jeff Spreen
Title: President

APPROVED AS TO FORM AND CONTENT

Dated: 1/3/2022

JCL LAW FIRM, A.P.C.

DocuSigned by:

Jean-Claude Lapuyade

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Dated: 1/3/2022

ZAKAY LAW FIRM, APLC

DocuSigned by:

Shani O. Zakay

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Dated: _____

CAF LAW GROUP

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against Spreen, Inc., a California corporation (“Defendant Spreen Inc.”) and Spreen Acura, JTS Motorcars, Inc. doing business as Spreen Mazda, Hunter Motorcars, Inc. doing business as Spreen Honda Corona (“Defendant Spreen Acura”)(collectively “Defendants”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff claimed that she and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not provided with accurate wage statements, and not timely paid final wages.

Defendants deny these claims and deny that they owe any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all hourly, non-exempt, piece rate and/or commission-pay employees employed by Defendants in California at any time between March 16, 2020, and July 21, 2021. (“PAGA Employees”).

According to Company records, you are a PAGA Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in San Bernardino Superior Court Case No. CIV SB 2119857. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in January 2023. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2

Activities Export

03/11/2022

9:31 AM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
03/16/2021	\$	Photocopies - PAGA Letter ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	-	10.00	-	10.00
03/16/2021	\$	Postage - PAGA Letter ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	-	8.05	-	8.05
04/20/2021	\$	Mediation Fee ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	-	3,725.00	-	3,725.00
08/18/2021	\$	☐nox invoice - Complaint ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	-	1,672.45	-	1,672.45
10/15/2021	\$	Postage Fee - COA mail filing ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	-	1.26	-	1.26
10/15/2021	\$	Printing Fee - Mail Filing ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	-	2.50	-	2.50
03/10/2022	\$	Filing Fee - Motion for Approval (estimate) ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	-	250.00	-	250.00
					0.00h		\$0.00 0.0h	\$5,669.26 0.0h

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Wilson v. Spreen Honda (002-193)								
03/18/2021	Expense		LWDA		Client costs deferred	Chase Card 7349	75.00	75.00
04/20/2021	Expense		JAMS		Client costs deferred	Chase Card 7349	7,617.03	7,692.03
04/21/2021	Deposit		Wilson v. Spreen Honda (002-193)	Reimbursement for Mediation for 002-193 from Zakay	Client costs deferred	US Bank- Checking - 4270	-3,725.00	3,967.03
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	Client costs deferred	-Split-	1.00	3,968.03
11/11/2021	Check	2644	Knox Attorney Services, Inc.	Invoice No. 4351549 - Re Filing Fee: Request and (Proposed) Order to Continue Initial Case Management Conference	Client costs deferred	US Bank- Checking - 4270	137.50	4,105.53
11/15/2021	Journal Entry	Sept 2022 Postage		Copies for Sep 2021	Client costs deferred	-Split-	2.75	4,108.28
11/30/2021	Journal Entry	Nov 2021 Postage		Postage for Nov 2021	Client costs deferred	-Split-	1.26	4,109.54
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	0.50	4,110.04
Total for Wilson v. Spreen Honda (002-193)							\$4,110.04	
TOTAL							\$4,110.04	

Activities Export

03/11/2022

9:30 AM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
03/03/2021	 	Review employee file and client's documents ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	2.00	350.00	-	700.00
03/04/2021	 	Further review file and revise draft complaint ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	4.00	350.00	-	1,400.00
03/15/2021	 	Review and revise PAGA letter ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	0.50	350.00	-	175.00
03/15/2021	 	Review additional changes to PAGA letter and finalize ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	0.20	350.00	-	70.00
03/16/2021	 	Review and revise the complaint and PAGA letter. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	2.00	550.00	-	1,100.00
03/30/2021	 	Call with OPC to discuss case. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.50	550.00	-	275.00
04/07/2021	 	Emails with OPC regarding mediators. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.20	550.00	-	110.00
04/08/2021	 	Review email from OPC. Review client's wage statements. Call with OPC to discuss claims and mediation. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	1.00	550.00	-	550.00
					83.70h		\$0.00 0.0h	\$37,775.00 83.7h

Activities Export

03/11/2022

9:30 AM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
04/15/2021	 Unbilled	Multiple emails with OPC regarding mediators and mediation.	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.30	550.00	-	165.00
04/16/2021	 Unbilled	Coordinate mediation.	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.50	550.00	-	275.00
04/19/2021	 Unbilled	Emails with OPC and JAMS regarding mediation confirmation and data production. Review mediation confirmation documents.	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.50	550.00	-	275.00
04/19/2021	 Unbilled	Review notice of mediation and discuss with staff and co-counsel. Emails regarding of payment for mediation.	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.50	550.00	-	275.00
04/20/2021	 Unbilled	Looking over time cards and seeing if any meal breaks were taken on 9 employees.	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	4.50	150.00	-	675.00
04/20/2021	 Unbilled	Prepare mediation statement	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	6.50	550.00	-	3,575.00
04/20/2021	 Unbilled	Review and revise mediation brief	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	0.80	350.00	-	280.00
04/20/2021	 Unbilled	Review timecards for meal break violations and discuss findings with	36101-Wilson Melina Wilson v. Spreen	Jackland Hom	3.00	350.00	-	1,050.00
					83.70h		\$0.00	\$37,775.00
							0.0h	83.7h

Activities Export

03/11/2022

9:30 AM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		Attorney Zakay ● Unbilled	Inc.					
04/21/2021	🕒	Prepare for and attend the mediation. Work on the MOU. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	8.50	550.00	-	4,675.00
04/21/2021	🕒	Prepare for and attend mediation. Work on MOU ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	8.50	350.00	-	2,975.00
04/21/2021	🕒	Review damage model and discuss w/ Attorney Zakay and co-counsel in preparation for mediation ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	0.80	350.00	-	280.00
04/22/2021	🕒	Emails with client to coordinate execution of the MOU. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.30	550.00	-	165.00
04/22/2021	🕒	Emails with staff and OPC regarding amended PAGA notice. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.20	550.00	-	110.00
04/22/2021	🕒	Emails with the client to respond to questions regarding the settlement. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.40	550.00	-	220.00
04/23/2021	🕒	Review and revise the amended PAGA notice. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.30	550.00	-	165.00
					83.70h		\$0.00	\$37,775.00
							0.0h	83.7h

Activities Export

03/11/2022

9:30 AM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
04/25/2021		Emails and calls to the client do review the settlement terms.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.20	550.00	-	110.00
04/25/2021		Review and revise amended PAGA letter  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	0.50	350.00	-	175.00
05/24/2021		Phone call and emails with client regarding the settlement.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.40	550.00	-	220.00
05/26/2021		More work on the MOU.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.30	550.00	-	165.00
06/30/2021		Draft PAGA only complaint.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	2.00	550.00	-	1,100.00
07/06/2021		Emails regarding status of filing of the complaint and service.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.10	550.00	-	55.00
08/04/2021		Emails with staff regarding status.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.10	550.00	-	55.00
08/04/2021		Review conformed complaint; civil case cover sheet; conformed certificate of assignment; and Notices of Acknowledgement of Receipt  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	0.80	350.00	-	280.00
					83.70h		\$0.00 0.0h	\$37,775.00 83.7h

Activities Export

03/11/2022

9:30 AM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
08/26/2021		Work on the settlement agreement.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	4.00	550.00	-	2,200.00
09/29/2021		Review and approve request to continue ISC.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.20	550.00	-	110.00
09/30/2021		Review PLA's request and order to continue initial CMC  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	0.30	350.00	-	105.00
10/04/2021		Emails with client and OPC regarding status of the settlement agreement.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.10	550.00	-	55.00
10/15/2021		Drafting and filing COA.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.50	165.00	-	82.50
10/28/2021		Emails regarding status of settlement agreement.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.10	550.00	-	55.00
10/30/2021		Work on settlement agreement  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	1.50	350.00	-	525.00
11/01/2021		Emails regarding the settlement agreement.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.20	550.00	-	110.00
11/08/2021		Work on the individual settlement	36101-Wilson	Shani	1.00	550.00	-	550.00
					83.70h		\$0.00 0.0h	\$37,775.00 83.7h

Activities Export

03/11/2022

9:30 AM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		agreement. ● Unbilled	Melina Wilson v. Spreen Inc.	Zakay				
11/09/2021	🕒	Work on individual settlement agreement ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	0.80	350.00	-	280.00
11/15/2021	🕒	Follow up on the settlement agreement. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.10	550.00	-	55.00
12/22/2021	🕒	Emails with OPC regarding status of settlement agreement. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.10	550.00	-	55.00
12/22/2021	🕒	More work on the settlement agreement. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.30	550.00	-	165.00
12/29/2021	🕒	More work on the settlement agreement. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.50	550.00	-	275.00
12/30/2021	🕒	Emails with OPC regarding settlement agreement. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.20	550.00	-	110.00
01/02/2022	🕒	Further review and revisions to the settlement agreement. Emails with OPC regarding the same. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.50	550.00	-	275.00
01/03/2022	🕒	Emails with client regarding settlement agreement. Telephone	36101-Wilson Melina Wilson v. Spreen	Shani Zakay	0.50	550.00	-	275.00
					83.70h		\$0.00	\$37,775.00
							0.0h	83.7h

Activities Export

03/11/2022

9:30 AM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		conversation with client regarding accounting and allocation of the settlement. Review signed agreement and email staff regarding the same. ● Unbilled	Inc.					
01/11/2022	🕒	Emails with OPC regarding joint status report. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.10	550.00	-	55.00
01/14/2022	🕒	drafting request, circulating to attorneys to get approved, finalizing, mail filing, and serving on OC. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Natalia Michele	1.00	165.00	-	165.00
01/14/2022	🕒	Review PLA's request and order to continue CMC ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	0.30	375.00	-	112.50
01/16/2022	🕒	Review signed agreement and emails with OPC regarding the same. Emails with staff accordingly. ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.20	550.00	-	110.00
01/25/2022	🕒	Prepare for and attend CMC ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.60	550.00	-	330.00
02/15/2022	🕒	Legal research on motions for PAGA approval ● Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	1.50	375.00	-	562.50
					83.70h		\$0.00	\$37,775.00
							0.0h	83.7h

Activities Export

03/11/2022

9:30 AM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
02/16/2022		Work on motion for approval.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	2.00	550.00	-	1,100.00
02/17/2022		Emails with co-counsel regarding motion for approval.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.20	550.00	-	110.00
02/18/2022		Legal research and work on Motion for PAGA Settlement Approval  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Julieann Alvarado	3.00	350.00	-	1,050.00
03/03/2022		Emails with co-counsel and OPC regarding approval motion.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	0.20	550.00	-	110.00
03/06/2022		Review and revise motion for approval  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Jackland Hom	1.30	375.00	-	487.50
03/09/2022		More work on MPA  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	2.00	550.00	-	1,100.00
03/10/2022		More work on MPA. Finalize points and authorities, declarations in support, notice, and proposed order.  Unbilled	36101-Wilson Melina Wilson v. Spreen Inc.	Shani Zakay	10.00	550.00	-	5,500.00
					83.70h		\$0.00 0.0h	\$37,775.00 83.7h

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Wilson v. Spreen Honda (002-193)							
02/08/2021	No	Jean Claude Lapuyade	Fact Investigation - Client Interview	550.00	1:24	770.00	770.00
02/09/2021	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Client Documents	550.00	3:06	1,705.00	2,475.00
02/10/2021	No	Jean Claude Lapuyade	Legal Research - Claim Analysis	550.00	3:18	1,815.00	4,290.00
02/12/2021	No	Jean Claude Lapuyade	Drafted Fee Agreement	550.00	1:00	550.00	4,840.00
03/11/2021	No	Jean Claude Lapuyade	Drafted LWDA Notice	550.00	4:30	2,475.00	7,315.00
03/24/2021	No	Jean Claude Lapuyade	Drafted, Revised and Finalized LWDA Notice	550.00	1:12	660.00	7,975.00
03/26/2021	No	Jean Claude Lapuyade	Drafted Client Status Letter	550.00	1:42	935.00	8,910.00
04/15/2021	No	Jean Claude Lapuyade	Legal Research - Mediation Brief Issues (Meal, Rest and Vaquero)	550.00	3:00	1,650.00	10,560.00
04/19/2021	No	Jean Claude Lapuyade	Mediation - Reviewed Defendant's Brief and Exhibits	550.00	2:24	1,320.00	11,880.00
04/20/2021	No	Jean Claude Lapuyade	Drafted Damage Report	550.00	4:48	2,640.00	14,520.00
04/20/2021	No	Jean Claude Lapuyade	Mediation - Reviewed and Revised Mediation Brief	550.00	0:54	495.00	15,015.00
04/21/2021	No	Jean Claude Lapuyade	Attended Mediation	550.00	8:00	4,400.00	19,415.00
04/26/2021	No	Jean Claude Lapuyade	Reviewed, Revised and Edited Amended LWDA Notice	550.00	1:30	825.00	20,240.00
06/17/2021	No	Jean Claude Lapuyade	Drafted Client Status Letter	550.00	0:54	495.00	20,735.00
07/07/2021	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Complaint	550.00	1:24	770.00	21,505.00
08/20/2021	No	Jean Claude Lapuyade	Drafted Client Status Letter	550.00	1:06	605.00	22,110.00
08/24/2021	No	Jean Claude Lapuyade	Reviewed and Revised Settlement Agreement	550.00	1:30	825.00	22,935.00
09/02/2021	No	Jean Claude Lapuyade	Emails to/from OC RE Settlement Agreement	550.00	0:42	385.00	23,320.00
10/28/2021	No	Jean Claude Lapuyade	Emails to/from OC RE Settlement Agreement	550.00	0:30	275.00	23,595.00
11/01/2021	No	Jean Claude Lapuyade	Emails to/from OC Re Settlement Agreement	550.00	0:30	275.00	23,870.00
11/03/2021	No	Jean Claude Lapuyade	Emails to/from OC Re Settlement Agreement	550.00	0:30	275.00	24,145.00
11/08/2021	No	Jean Claude Lapuyade	Emails to/from OC RE Settlement Agreement	550.00	0:30	275.00	24,420.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/29/2021	No	Jean Claude Lapuyade	Emails to/from OC Re Settlement Agreement	550.00	0:36	330.00	24,750.00
12/22/2021	No	Jean Claude Lapuyade	Settlement - Reviewed PAGA Agreement w/ OC Edits	550.00	1:18	715.00	25,465.00
12/28/2021	No	Jean Claude Lapuyade	Settlement - Individual Settlement Agreement	550.00	3:30	1,925.00	27,390.00
12/28/2021	No	Jean Claude Lapuyade	Review and Revised Settlement Agreement	550.00	1:06	605.00	27,995.00
01/03/2022	No	Jean Claude Lapuyade	Emails to/from OC RE Settlement Agreement	550.00	0:18	165.00	28,160.00
01/17/2022	No	Jean Claude Lapuyade	Emails to/from OC Re Settlement Agreement	550.00	0:30	275.00	28,435.00
01/17/2022	No	Jean Claude Lapuyade	Drafted Client Status Letter Re Timeline for Approval	550.00	1:18	715.00	29,150.00
02/22/2022	No	Jean Claude Lapuyade	Legal Research - PAGA Approval Standards	550.00	3:30	1,925.00	31,075.00
03/07/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed, Revised and Edited Motion for Approval	550.00	2:18	1,265.00	32,340.00
Total for Wilson v. Spreen Honda (002-193)					58:48	\$32,340.00	

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Wilson v. Spreen Honda (002-193)							
12/18/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	15.00
02/04/2021	No	Tesla Stone	File Maintenance; Sort PLA Docs	150.00	0:48	120.00	135.00
02/04/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	150.00
02/04/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	165.00
02/09/2021	No	Tesla Stone	Set up new case file; Send CIP; File Maintenance	150.00	1:30	225.00	390.00
03/16/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	405.00
03/16/2021	No	Tesla Stone	Draft PAGA; File and Serve; mail; File Maintenance	150.00	1:30	225.00	630.00
03/26/2021	No	Tesla Stone	Draft Amended PAGA; File and Serve; Mail; File Maintenance	150.00	1:30	225.00	855.00
04/19/2021	No	Tesla Stone	File Maintenance; circulate	150.00	0:18	45.00	900.00
04/20/2021	No	Tesla Stone	Review brief; circulate; File Maintenance	150.00	1:00	150.00	1,050.00
04/21/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	1,065.00
07/09/2021	No	Tesla Stone	Draft complaint; File; File Maintenance	150.00	1:30	225.00	1,290.00
08/02/2021	No	Tesla Stone	File Maintenance; Calendar	150.00	0:12	30.00	1,320.00
08/02/2021	No	Tesla Stone	File Maintenance; Calendar	150.00	0:12	30.00	1,350.00
08/04/2021	No	Tesla Stone	Draft NARs; File and Serve; File Maintenance	150.00	1:30	225.00	1,575.00
10/06/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	1,590.00
10/07/2021	No	Tesla Stone	Draft Order to Cont. ISC; File and Serve; File Maintenance	150.00	1:30	225.00	1,815.00
11/02/2021	No	Tesla Stone	Draft COA; File and Serve; File Maintenance	150.00	1:00	150.00	1,965.00
12/14/2021	No	Tesla Stone	Sort PLA' Docs; File Maintenance	150.00	0:30	75.00	2,040.00
01/11/2022	No	Tesla Stone	Sort Employee File; File Maintenance	150.00	1:00	150.00	2,190.00
01/18/2022	No	Tesla Stone	Send SARs; Review; File Maintenance; Call; Circulate	150.00	1:00	150.00	2,340.00
01/24/2022	No	Tesla Stone	Draft order to Cont. CMC ; File and Serve;File Maintenance	150.00	1:30	225.00	2,565.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Total for Wilson v. Spreen Honda (002-193)					17:06	\$2,565.00	

EXHIBIT 3

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

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

7. Tressler v. Spoonful Management

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

8. Leymaster v. Toms Sierra Company, Inc.

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

9. Murphy v. Rockler Retailer Group, Inc.

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

10. Bruemmer v. Tempur Retail Stores, LLC.

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

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

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

14. Charles Ornelas v. C&A Transportation Services

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

15. Luz Marin v. California Marine Cleaning

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

16. Christian Van Cleave v. Sunrise Senior Living Management

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

17. Heather McIntyre v. JRR Enterprises

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

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

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

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

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

23. Raymond Frazier v. Asa Carlton

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

24. John Moreno v. Da Kitchen

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

25. Penny Lane v. International Aero Clubs, LLC

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

26. Amber Price v. DMSD Restaurants

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

27. Jamaal Johnson v. Volt Management Corp

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

28. Ezzat Menias v. All American Private Security

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

29. Mark Connor v. Ascendant Marketing

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

30. Niki Nunez v. Home Depot

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

31. Alma Salazar v. Frontier Toyota

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

32. Josefina Garces v. Kar Auction Services

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

33. Madison Weiss v. Niznik Behavior

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

34. Jimmy Mack v. ERM Enterprises

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

35. Josefina Garces v. DriverDo

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

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

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

38. Josalyn O'Quinn v. Laugh Factory

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

39. Nicholas Leon v. Miller Event Management

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

40. Aaris Watts v. TRL Systems

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

41. Faith Smith v. Island Pizza

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

42. Johnathan Roa v. Otay Mesa Sales

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

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

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

45. Curtis Edwards v. Resolve Group

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

46. Elena Kiseleva v. TotalMed Staffing, Inc

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

47. Richard Jer Vang v. Bridge Property Management

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

48. Madison Marrero v. Stat Med

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

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

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

51. Griselda Duran v. EmployBridge

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

52. Luis Rendon v. Healthcare Investments, Inc.

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

53. Richard Melead v. TVI, Inc.

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

54. David Spencer v. Asset Gas, Inc.

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

55. Thomas Haven v. California Vocations, Inc.

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

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

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

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

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

59. Jie Xu v. HT Multinational

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

60. Yvette Molina v. Hawaiian Airlines

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

61. Reinald Pillsbury v. T & T Restaurants CA

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

62. Luis de Jesus v. Guardian Angel Home Care

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

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

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

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

65. James Conley v. Siskiyou Forest Products

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

66. Alex Castellanos v. Southwest Patrol

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

67. Damien Hampton v. Pegasus Investors

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

68. Tamara Perkins v. FSEI

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

69. Rodney Stovall v. Javelin Logistics Company

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

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

71. Elias Kaser v. Aviation Consultants, Inc.

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

72. Christopher Chacon v. Panda Motors, Inc.

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

73. Willie Lang v. Pathways

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

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

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

75. Daniel Jacobs v. Rush Media Company

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

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

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

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

78. Hector Avitia v. LAZ Parking

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

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

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

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

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

83. Michael Ashlock v. Advantis Medical Staffing

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

84. Moe Popal v. Ameriprise Auto & Home Insurance

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

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

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

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

87. Nicolas Neutall v. Urban Alchemy

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

EXHIBIT 4