

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Monnett De La Torre (State Bar #272884)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)599-8292  
Facsimile: (619) 599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
[mdelatorre@jcl-lawfirm.com](mailto:mdelatorre@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
Jackland Hom (State Bar #327243)  
5440 Morehouse Drive, Suite 3500  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)

Attorneys for PLAINTIFFS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

PEDRO RODRIGUEZ and JOSE GARCIA,  
individuals, on behalf of themselves and on  
behalf of all persons similarly situated,

Plaintiffs,

v.

FERMA GREENBOX, INC., a California  
Corporation; FERMA CORPORATION, a  
California Corporation; and DOES 1-50,  
Inclusive,

Defendants.

Case No. RG21101104

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

Date: July 28, 2023

Time: 9:00 a.m.

Judge: Hon. Evelio Grillo

Dept.: 21

Reservation ID: 131351394793

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

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

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

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

12 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed March 15,  
13 2023, Preliminary Approval Order.

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

16 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the June 23, 2023, proof  
17 of filing this motion seeking final approval of this Settlement with the LWDA.

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

## 21 **I. INTRODUCTION**

22 8. An objective evaluation of the proposed settlement of Two Hundred Thousand Dollars  
23 and Zero Cents (\$200,000.00) ("Total Settlement Amount") confirms that the relief negotiated on behalf  
24 of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed,  
25 adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Steven  
26 J. Rottman, Esq., a respected wage and hour class action mediator. After deducting any Court-approved  
27 attorneys' fees and costs, class representative incentive payments, administration costs, and the

1 payments to the Labor & Workforce Development Agency (“LWDA”), the net settlement fund shall be  
2 distributed to the Settlement Class based on the number of Workweeks they worked while employed  
3 by Defendants during the Class Period. *The Class greeted news of the Settlement with unanimous*  
4 *approval as, at the time of the filing of this motion, all 52 Class Members chose to participate in the*  
5 *Settlement. There are zero opt-outs and zero objections to the Settlement.*<sup>1</sup> There are zero opt-outs  
6 and zero objections to the Settlement. The unanimous approval by the Settlement Class evidences the  
7 clear fairness and reasonableness of the Settlement.

8 9. This Settlement provides substantial recovery to Settlement Class Members. Plaintiffs  
9 estimate that the Settlement, if approved, would result in a Net Settlement Amount of approximately  
10 **\$75,334.00**. This will result in an average Individual Settlement Payment of **\$1,448.73**, a high payment  
11 of **\$3,467.07**, and a low payment of **\$8.85**. Aggrieved Employees will receive an estimated average  
12 gross payment of **\$48.08** and a high payment of **\$159.16**.

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

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

## 22 **II. OVERVIEW OF THE LITIGATION**

23 12. Defendants provide debris box hauling services to general contractors, residential,  
24 industrial, commercial, state and government facilities, including in Alameda County, where Plaintiffs  
25 worked. Plaintiffs worked for Defendants as drivers since 2016. As drivers, at all times during their  
26

---

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

1 employment, Plaintiffs earned an hourly wage, including minimum wages for all hours worked.  
2 Throughout their employment, Plaintiffs were subject to Defendants' written policies and procedures.

3 13. Generally, Plaintiffs claim that Defendants failed to pay them and the Class Members  
4 wages for all time worked, including time spent undergoing Covid-19 screening, failed to provide  
5 accurate itemized wage statements, and failed to provide wages when due. Defendants assert that it  
6 fully complied with all applicable employment laws and raised several other significant defenses to  
7 Plaintiffs' claims.

8 14. On March 3, 2021, Plaintiffs served Defendants and the Labor and Workforce  
9 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA  
10 Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions  
11 of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and  
12 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.  
13 Code Sections 2698 et seq ("PAGA").

14 15. On May 21, 2021, Plaintiffs filed a class action complaint in the Alameda Superior Court.  
15 On October 18, 2021 Plaintiffs filed a First Amended Complaint, which is the operative complaint,  
16 alleging claims for: (1) Unfair Competition in Violation of Bus. and Prof. Code §§ 17200; (2) failure to  
17 pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) failure  
18 to provide accurate itemized wage statements in violation of California Labor Code sections 226 and  
19 226.2; (4) failure to provide wages when due in violation of California Labor Code sections 201, 202  
20 and 203; and (5) violations of PAGA.

21 16. After engaging in extensive formal written discovery, the Parties agreed to attend  
22 mediation. To prepare for mediation, the Parties agreed to informally produce certain documents and  
23 data points subject to the mediation privilege, including but not limited to, a sample of the Class  
24 Members' time and payroll data. As discussed *infra*, Plaintiffs' counsel retained the Berger Consulting  
25 Group, to analyze Defendants' time and payroll data.

26 17. The Parties agreed relatively early to mediate the Action. To prepare for mediation, the  
27 Parties agreed to informally produce additional documents and data points subject to the mediation  
28

1 privilege, including but not limited to, a sample of the Class Members' time data and certain payroll  
2 data points. As discussed *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting  
3 Group ("BCG") to analyze Defendant's time and payroll data.

4 18. On August 1, 2022, the Parties participated in a full day mediation with Steven J.  
5 Rottman, Esq. After arms-length negotiations and bargaining, the mediation concluded without a  
6 settlement. However, Mediator Rottman made a mediator's proposal, which was accepted by all Parties,  
7 and was memorialized in the form of a Memorandum of Understanding. After reaching an agreement  
8 in principle, the parties drafted and negotiated a long-form settlement agreement, which is the subject  
9 of the instant motion.

### 10 **III. THE SETTLEMENT BEFORE THE COURT**

11 19. The Court preliminarily approved an initial Total Settlement Amount of Two Hundred  
12 Thousand Dollars and Zero Cents (\$200,000.00) based on a total of an estimated 15,865 Workweeks  
13 worked by the Class during the Class Period. The Total Settlement Amount shall be used: (1) to satisfy  
14 Individual Settlement Payments; (2) to satisfy the Class Representative Service Award; (3) to satisfy  
15 the Class Counsel Award; (4) to satisfy the PAGA Settlement; and (5) to satisfy the Settlement  
16 Administration Costs incurred in this action.

17 20. As explained in further detail below, the Settlement is fair, adequate, and reasonable to  
18 the class and should be granted final approval. This is evidenced by the unanimous approval of the  
19 Settlement by the Settlement Class, the absence of any objections to the Settlement and the average  
20 Individual Settlement Payment of **\$1,448.73**.

### 21 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

#### 22 **A. Class Counsel Conducted a Thorough Investigation**

23 21. In February 2021, Class Counsel began its pre-filing investigation into Plaintiffs'  
24 complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiffs. As  
25 part of the interview process, Plaintiffs produced documents related to their employment for Defendant,  
26 including portions of Defendant's handbook, compensation policies and time and payroll records. At  
27

1 the conclusion of the interviews, Class Counsel determined that Plaintiffs' complaints justified further  
2 inquiry.

3 22. Next, Class Counsel requested Plaintiffs' employees file from Defendant. In response,  
4 Defendants produced hundreds of documents, including but not limited, copies of Plaintiffs' hiring  
5 documents, payroll and time records and performance reviews. Class Counsel reviewed and analyzed  
6 the documents and believes the documents support Plaintiffs' claims. Shortly thereafter, Class Counsel  
7 summarized the known factual and legal issues in the PAGA Notice addressed to the LWDA. Several  
8 months later, Class Counsel filed this action.

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

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

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

1 amount meal period premiums paid during the Class Period, and the amount of off-the-clock work  
2 performed by the Class Members during the Class Period.

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

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

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

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

25 29. On August 1, 2022, the Parties conducted a full-day mediation with Steven J. Rottman,  
26 Esq., a mediator of wage and hour class actions. Mediator Rottman helped to manage the Parties'  
27 expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties

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

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

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

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

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

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

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

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

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

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

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

12 37. Here, the Settlement is clearly within the “ballpark” of reasonableness because the  
13 Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100  
14 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91  
15 Cal.App.4th at 250. While the Total Settlement Amount of Two Hundred Thousand Dollars and Zero  
16 Cents (\$200,000.00) represents a discount on Defendant’s potential exposure if Plaintiffs established  
17 liability on all claims and was awarded the full amount of the estimated damages at trial, this  
18 compromise is reasonable because (1) the formidable defenses raised by Defendants presented a risk  
19 that could award significantly less in damages than Plaintiffs’ estimate and (2) any theoretical post-trial  
20 recovery may require many more years of litigation, resulting in added fees and costs without any  
21 guarantee of recovery for the Class.

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

1 Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of  
2 the Settlement Class. The Total Settlement Amount represents approximately 36.7% of Defendant's  
3 *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

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

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

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

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

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

4 42. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless  
5 recognize that Defendants has factual and legal defenses that, if successful, would potentially defeat or  
6 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can  
7 drastically affect the value of Plaintiffs' claims and, in fact, already has.

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

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

27 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
1  
1  
1  
1  
1  
1  
1  
1  
2  
2  
2  
2  
2  
2  
2  
2  
2  
2

46. Further on January 5, 2022, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On July 5, 2023, Plaintiffs gave the LWDA notice of this motion seeking final approval of this settlement.

**JCL LAW FIRM, APC**

By: Jean-Claude Lapuyade

# **EXHIBIT 1**

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Julieann Alvarado (State Bar #334727)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo-Johnson (State Bar #343881)  
Monnett De La Torre (State Bar #272884)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
Facsimile: (619) 599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
[scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)  
[mdelatorre@jcl-lawfirm.com](mailto:mdelatorre@jcl-lawfirm.com)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

PEDRO RODRIGUEZ and JOSE GARCIA,  
individuals, on behalf of themselves and on  
behalf of all persons similarly situated,

Plaintiffs,

v.

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

DEFENDANT.

Case No. RG21101104

[Action Filed 05/21/2021]

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

Judge: Honorable Evelio Grillo  
Dept.: 21

1 This Stipulation of Class and PAGA Action Claims and Release of Claims is entered into by  
2 and between Plaintiffs PEDRO RODRIGUEZ and JOSE GARCIA (hereinafter collectively  
3 “Plaintiffs”), individually and on behalf of the Settlement Class, and in their representative capacity  
4 on behalf of the State of California and the Aggrieved Employees, and Defendant FERMA  
5 GREENBOX, INC., a California Corporation (hereinafter “Defendant”).

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean *Rodriguez v. Ferma Greenbox, Inc.*, a California Corporation,  
8 Alameda Superior Court, Case No. RG21101104, filed May 21, 2021.
- 9 B. “Aggrieved Employees” shall mean all truck drivers who are or previously were  
10 employed by Defendant and performed work in California during the PAGA Period.
- 11 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
12 Class Action and Release of Claims.
- 13 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and  
14 Shani Zakay of Zakay Law Group, APLC.
- 15 E. “Class Counsel Award” means the award of fees and expenses that the Court  
16 authorizes to be paid to Class Counsel for the services they have rendered to  
17 Plaintiffs and the Class in the Action, consisting of attorneys’ fees currently not to  
18 exceed one-third of the Gross Settlement Amount currently estimated to be  
19 \$66,666.66 out of \$200,000.00 plus costs and expenses not to exceed \$20,000 and  
20 supported by declaration as to the reasonableness of attorney’s fees and costs. Class  
21 Counsel’s award for attorneys’ fees will be allocated between Class Counsel as  
22 follows: Fifty percent (50%) to the JCL Law Firm, APC; fifty percent (50%) to the  
23 Zakay Law Group, APLC.
- 24 F. “Class Data” means information regarding Class Members that Defendant will in  
25 good faith compile from its records and provide to the Settlement Administrator. It  
26 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
27 Member’s full name; last known address; Social Security Number; start dates and end  
28

1 dates of employment. The Class Data will also include any Class Member's legal  
2 representative's name and address, if applicable.

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

5 H. "Class Period" means the period from May 21, 2017, to September 30, 2022.

6 I. "Class Representative Service Awards" means the amount that the Court authorizes  
7 to be paid to the Class Representatives, in addition to their Individual Settlement  
8 Payments and their pro-rata share of the PAGA Settlement, in recognition of their  
9 efforts and risks in assisting with the prosecution of the Actions and, partially, in  
10 exchange for executing a General Release of Defendant.

11 J. "Class Representatives" shall mean plaintiffs PEDRO RODRIGUEZ and JOSE  
12 GARCIA.

13 K. "Court" means the Superior Court for the State of California, County of Alameda  
14 currently presiding over the Action.

15 L. "Defendant" shall mean FERMA GREENBOX, INC., a California Corporation.

16 M. "Effective Date" means earliest date, following entry by the Court of an order and  
17 judgment finally approving this Settlement, upon which one of the following have  
18 occurred: (i) if no objection is filed to the settlement and no objector appears at the  
19 hearing on final approval, the date of the Court's entry of the order granting final  
20 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the  
21 hearing on final approval, then the earlier of the following: (a) the expiration of all  
22 potential appeal periods without a filing of a notice of appeal of the final approval  
23 order or judgment; (b) final affirmance of the final approval order and judgment by  
24 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all  
25 such appeals (including any petition for review, rehearing, certiorari, etc.) such that  
26 the final approval order and judgment is no longer subject to further judicial review.

- 1 N. "Funding Date" shall mean sixty-five (65) calendar days after the Effective Date and  
2 is the date Defendant transfers the Gross Settlement Amount into the QSF in accord  
3 with the terms of this Agreement.
- 4 O. "Gross Settlement Amount" means Two Hundred Thousand Dollars (\$200,000.00)  
5 that Defendant must pay into the QSF in connection with this Settlement, inclusive of  
6 the sum of the Individual Settlement Payments, the Class Representative Service  
7 Awards, the Class Counsel Award, PAGA Settlement and the Settlement  
8 Administration Costs and *exclusive* of the employer's share of payroll tax, if any,  
9 triggered by any payment under this Settlement.
- 10 P. "Individual Settlement Payment" means the amount payable from the Net Settlement  
11 Amount to each Settlement Class Member and excludes any amounts distributed to  
12 Aggrieved Employees pursuant to PAGA.
- 13 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class  
14 Counsel Award, Class Representative Service Awards, PAGA Settlement, and  
15 Settlement Administration Costs.
- 16 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the  
17 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other  
18 than formatting changes to facilitate printing by the Settlement Administrator).
- 19 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
20 Labor Code § 2698 *et seq.*
- 21 T. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved  
22 Employee Payment, as defined herein, means the number of pay periods of  
23 employment during the PAGA Period that each Aggrieved Employee worked in  
24 California.
- 25 U. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period  
26 for each Aggrieved Employee divided by the sum total of the pay periods for all  
27 Aggrieved Employees during the PAGA Period.
- 28 V. "PAGA Period" means the period of March 3, 2020 to September 30, 2022.

- 1 W. "PAGA Settlement" shall mean Ten Thousand Dollars (\$10,000.00) to be allocated  
2 from the Gross Settlement Amount.
- 3 X. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either  
4 Plaintiffs or Defendant, individually.
- 5 Y. "Payment Ratio" means the respective Workweeks for each Class Member divided  
6 by the sum total Workweeks for all Class Members.
- 7 Z. "Plaintiffs" shall mean PEDRO RODRIGUEZ and JOSE GARCIA.
- 8 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained  
9 by the Settlement Administrator to fund the Gross Settlement Amount.
- 10 BB. "Released Class Claims" means all class claims alleged or which could have  
11 reasonably been alleged, based on the facts set forth in either the Complaint filed on  
12 May 21, 2021 or the First Amended Complaint filed on October 18, 2021, which  
13 occurred during the Class period, and expressly excluding all other claims, including  
14 claims for vested benefits, wrongful termination, unemployment insurance, disability,  
15 social security, workers' compensation, and class claims outside of the Class Period.
- 16 CC. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint  
17 and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period,  
18 and expressly excluding all other claims, including claims for vested benefits,  
19 wrongful termination, unemployment insurance, disability, social security, workers'  
20 compensation, and PAGA claims outside of the PAGA Period.
- 21 DD. "Response Deadline" means the date forty-five (45) days after the Settlement  
22 Administrator mails Notice Packets to Class Members and the last date on which  
23 Class Members may submit requests for exclusion or objections to the Settlement.
- 24 EE. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 25 FF. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,  
26 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement  
27 Administrator establishes, designates and maintains, as a QSF under Internal Revenue  
28 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount

of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

GG. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

HH. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.

## **II. RECITALS**

A. On March 3, 2021, Plaintiffs filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On May 21, 2021, Plaintiffs filed the Lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1;
3. Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*;
4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
6. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226 and 226.2;

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

3           8.     Violation of the private attorneys general act in violation of Labor Code  
4           sections 2698 et seq.

5           C.     On October 18, 2021, Plaintiffs filed a First Amended Complaint to dismiss the  
6           following causes of action: Failure to pay overtime wages in violation of California  
7           Labor Code sections 510 et seq; Failure to provide required meal periods in violation  
8           of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;  
9           and Failure to provide required rest periods in violation of California Labor Code  
10          sections 226.7 and 512 and the applicable IWC wage order.

11          D.     The Class Representatives believe they have meritorious claims based on alleged  
12          violations of the California Labor Code, and the Industrial Wage Commission  
13          Orders, and that class certification is appropriate because the prerequisites for class  
14          certification can be satisfied in the Action, and this action is manageable as a PAGA  
15          representative action.

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

22          F.     The Class Representatives are represented by Class Counsel. Class Counsel  
23          conducted an investigation into the facts relevant to the Action, including  
24          conducting an independent investigation as to the allegations, reviewing documents  
25          and information exchanged through formal and informal discovery, and reviewing  
26          documents and information provided by Defendant pursuant to informal requests for  
27          information to prepare for mediation. Defendant produced for the purpose of  
28          settlement negotiations certain employment data concerning the Settlement Class,

1 which Class Counsel reviewed and analyzed. Furthermore, Class Counsel  
2 propounded extensive discovery, including numerous requests for production,  
3 requests for admission, and form and special interrogatories. Class Counsel  
4 engaged in a comprehensive review and analysis of Defendant's discovery  
5 responses. Based on their own independent investigation and evaluation, Class  
6 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and  
7 adequate, and is in the best interest of the Settlement Class in light of all known  
8 facts and circumstances, including the risks of significant delay, defenses asserted  
9 by Defendant, uncertainties regarding class certification, and numerous potential  
10 appellate issues. Although it denies any liability, Defendant is agreeing to this  
11 Settlement solely to avoid the inconveniences and cost of further litigation. The  
12 Parties and their counsel have agreed to settle the claims on the terms set forth in  
13 this Agreement.

14 G. On August 1, 2022, the Parties participated in mediation presided over by Steven  
15 Rottman, Esq. an experienced mediator of wage and hour class and PAGA actions.  
16 The mediation concluded with a settlement after both sides agreed to a Mediator's  
17 proposal which was subsequently memorialized in the form of a Memorandum of  
18 Understanding ("MOU").

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

26 I. The Parties believe that the Settlement is fair, reasonable and adequate. The  
27 Settlement was arrived at through arm's-length negotiations, taking into account all  
28 relevant factors. The Parties recognize the uncertainty, risk, expense and delay

1 attendant to continuing the Action through trial and any appeal. Accordingly, the  
2 Parties desire to fully, finally, and forever settle, compromise and discharge all  
3 disputes and claims arising from or relating to the Action.

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

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

9 **III. TERMS OF AGREEMENT**

10 A. Settlement Consideration and Settlement Payments by Defendant.

- 11 1. Settlement Consideration. In full and complete settlement of the Actions, and  
12 in exchange for the releases set forth below, Defendant will pay the sum of  
13 the Individual Settlement Payment, the Class Representative Service Awards,  
14 the Class Counsel Award, PAGA Settlement, and the Settlement  
15 Administration Costs, as specified in this Agreement, equal to the Gross  
16 Settlement Amount of Two Hundred Thousand Dollars (\$200,000.00). The  
17 Parties agree that this is a non-reversionary Settlement and that no portion of  
18 the Gross Settlement Amount shall revert to Defendant. Other than the  
19 Defendant's share of employer payroll taxes, or as otherwise specified in the  
20 Agreement, Defendant shall not be required to pay more or less than the Gross  
21 Settlement Amount, except as provided for herein below.

- 22 2. Class Size. At the time of mediation, Defendant estimated that the Settlement  
23 Class was comprised of 46 individuals who collectively worked  
24 approximately 6,052 Workweeks ("Projected Workweeks") during the Class  
25 Period. Defendant will provide a declaration under penalty of perjury before  
26 the deadline for filing the motion for preliminary approval of the settlement,  
27 confirming the number of applicable Class Members and workweeks they  
28 worked during the applicable Class Period. If the workweek number increases

1 by more than 5% of the estimate herein, the Settlement Amount will increase  
2 proportionally for the number of workweeks over 105% (6,355).

3 3. Settlement Payments. Defendant is liable for payment of the Gross Settlement  
4 Amount. Defendant shall pay the Gross Settlement Amount to the Settlement  
5 Administrator on the Funding Date.”).

6 4. Defendant’s Share of Payroll Taxes. Defendant’s share of employer side  
7 payroll taxes is in addition to the Gross Settlement Amount and shall be paid  
8 together with the Gross Settlement Amount on the Funding Date.

9 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the  
10 consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members  
11 release the Defendant from the Released Class Claims for the Class Period

12 C. Release by the LWDA. As of the Funding Date, in exchange for the consideration set  
13 forth in this Agreement, the LWDA releases the Defendant from the PAGA Released  
14 Claims for the PAGA Period. As a result of this Release, the LWDA and any  
15 Aggrieved Employees alleging claims on behalf of the LWDA in the future, shall be  
16 precluded from asserting the PAGA Released Claims.

17 D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth  
18 in this Agreement which includes the Class Representative Service Awards,  
19 Plaintiffs waive, release, acquit and forever discharge the Defendant from any and all  
20 claims, whether known or unknown, which exist or may exist on their behalf as of  
21 the date of this Agreement, including but not limited to any and all tort claims,  
22 contract claims, wage claims, wrongful termination claims, disability claims, benefit  
23 claims, public policy claims, retaliation claims, statutory claims, personal injury  
24 claims, emotional distress claims, invasion of privacy claims, defamation claims,  
25 fraud claims, quantum meruit claims, and any and all claims arising under any  
26 federal, state or other governmental statute, law, regulation or ordinance, including,  
27 but not limited to claims for violation of the Fair Labor Standards Act, the California  
28 Labor Code, the Wage Orders of California’s Industrial Welfare Commission, other

1 state wage and hour laws, the Americans with Disabilities Act, the Age  
2 Discrimination in Employment Act (ADEA), the Employee Retirement Income  
3 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair  
4 Employment and Housing Act, the California Family Rights Act, the Family Medical  
5 Leave Act, California's Whistleblower Protection Act, California Business &  
6 Professions Code Section 17200 et seq., and any and all claims arising under any  
7 federal, state or other governmental statute, law, regulation or ordinance, including  
8 individual PAGA claims. Plaintiffs also waive and relinquish any and all claims,  
9 rights or benefits that they may have under California Civil Code § 1542, which  
10 provides as follows:

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

18  
19 Thus, notwithstanding the provisions of section 1542, and to implement a full and  
20 complete release and discharge of the Defendant, Plaintiffs expressly acknowledge  
21 this Settlement Agreement is intended to include in its effect, without limitation, all  
22 claims Plaintiffs does not know or suspect to exist in Plaintiffs' favor at the time of  
23 signing this Settlement Agreement, and that this Settlement Agreement contemplates  
24 the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs have read this  
25 Settlement Agreement, including this waiver of California Civil Code section 1542,  
26 and that Plaintiffs have consulted with or had the opportunity to consult with counsel  
27 of Plaintiffs' choosing about this Settlement Agreement and specifically about the  
28 waiver of section 1542, and that Plaintiffs understand this Settlement Agreement and

1 the section 1542 waiver, and so Plaintiffs freely and knowingly enter into this  
2 Settlement Agreement. Plaintiffs further acknowledge that Plaintiffs later may  
3 discover facts different from or in addition to those Plaintiffs now know or believe to  
4 be true regarding the matters released or described in this Settlement Agreement, and  
5 even so Plaintiffs agree that the releases and agreements contained in this Settlement  
6 Agreement shall remain effective in all respects notwithstanding any later discovery  
7 of any different or additional facts. Plaintiffs expressly assume any and all risk of any  
8 mistake in connection with the true facts involved in the matters, disputes, or  
9 controversies released or described in this Settlement Agreement or with regard to any  
10 facts now unknown to Plaintiffs relating thereto.

11  
12 Notwithstanding this paragraph and/or any other language in this Agreement to the  
13 contrary, nothing in this Agreement including this paragraph and its section 1542  
14 waiver, shall act as, or be construed as, a release by Plaintiff Rodriguez of any  
15 claims for injuries and losses from the on-the-job injury that occurred between May  
16 12, 2016 through October 2, 2020, including claims for workers compensation  
17 benefits claimed due to him by Defendant in his pending Workers' Compensation  
18 Injury Claim (Workers' Compensation Case Number ADJ14785897). Plaintiff  
19 Rodriguez has not filed, and agrees that he will not file a claim under Labor Code  
20 section 132a against Defendant for discrimination and any related workers'  
21 compensation claim made pursuant to Section 132a based on his employment with,  
22 and/or separation from, Defendant.

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

- 25 1. The Court enters an order granting preliminary approval of the Settlement;
- 26 2. The Court enters an order granting final approval of the Settlement and a Final  
27 Judgment;

1 3. If an objector appears at the final approval hearing, the time for appeal of the  
2 Final Judgment and Order Granting Final Approval of Class Action  
3 Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
4 any appeal from the Judgment and Order Granting Final Approval of Class  
5 Action Settlement; and

6 4. Defendant fully funds the Gross Settlement Amount by making the final  
7 Installment Payment to the Settlement Administrator.

8 F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is  
9 not preliminarily or finally approved by the Court, fails to become effective, or is  
10 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
11 Defendant from obtaining a complete resolution of the Released Claims, or if  
12 Defendant fails to fully fund the Gross Settlement Amount:

13 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
14 and shall not be admissible in any judicial, administrative or arbitral  
15 proceeding for any purpose or with respect to any issue, substantive or  
16 procedural;

17 2. The conditional class certification (obtained for any purpose) shall be void *ab*  
18 *initio* and of no force or effect, and shall not be admissible in any judicial,  
19 administrative or arbitral proceeding for any purpose or with respect to any  
20 issue, substantive or procedural; and

21 3. None of the Parties to this Settlement will be deemed to have waived any  
22 claims, objections, defenses or arguments in the Action, including with respect  
23 to the issue of class certification.

24 4. Defendant shall bear the sole responsibility for any cost to issue or reissue any  
25 curative notice to the Settlement Class Members and all Settlement  
26 Administration Costs incurred to the date of nullification.

27 G. Certification of the Settlement Class. The Parties stipulate to conditional class  
28 certification of the Class for the Class Period for purposes of settlement only. In the

1 event that this Settlement is not approved by the Court, fails to become effective, or is  
2 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
3 Defendant from obtaining a complete resolution of the Released Claims, the  
4 conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
5 no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
6 proceeding for any purpose or with respect to any issue, substantive or procedural.

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

16 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
17 the "acknowledging party" and each Party to this Agreement other than the  
18 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
19 of this Agreement, and no written communication or disclosure between or among the  
20 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
21 such communication or disclosure constitute or be construed or be relied upon as, tax  
22 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
23 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
24 her or its own, independent legal and tax counsel for advice (including tax advice) in  
25 connection with this Agreement, (b) has not entered into this Agreement based upon  
26 the recommendation of any other Party or any attorney or advisor to any other Party,  
27 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
28 or adviser to any other party to avoid any tax penalty that may be imposed on the

acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representatives, Class Counsel, LWDA, Class Members, and all legal representatives; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

1 L. Notice Procedure.

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

6 2. Notice Packets.

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

1 receive their share of the PAGA Settlement regardless of whether they  
2 request to be excluded from the Settlement.

3 b) The Notice Packet's mailing envelope shall include the following  
4 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
5 ENTITLED TO PARTICIPATE IN A CLASS ACTION  
6 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR  
7 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED  
8 NOTICE."

9 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,  
10 the Settlement Administrator will perform a search based on the National  
11 Change of Address Database to update and correct any known or identifiable  
12 address changes. No later than fourteen (14) calendar days after receiving the  
13 Class Data from Defendant, the Settlement Administrator shall mail and email  
14 copies of the Notice Packet to all Class Members via regular First-Class U.S.  
15 Mail and electronic mail. The Settlement Administrator shall exercise its best  
16 judgment to determine the current mailing address for each Class Member.  
17 The address identified by the Settlement Administrator as the current mailing  
18 address shall be presumed to be the best mailing address for each Class  
19 Member.

20 4. Undeliverable Notices. Any Notice Packets returned to the Settlement  
21 Administrator as non-delivered on or before the Response Deadline shall be  
22 re-mailed to any forwarding address provided. If no forwarding address is  
23 provided, the Settlement Administrator shall promptly attempt to determine a  
24 correct address by lawful use of skip-tracing, or other search using the name,  
25 address and/or Social Security number of the Class Member involved, and  
26 shall then perform a re-mailing, if another mailing address is identified by the  
27 Settlement Administrator. In addition, if any Notice Packets, which are  
28 addressed to Class Members who are currently employed by Defendant, are

1 returned to the Settlement Administrator as non-delivered and no forwarding  
2 address is provided, the Settlement Administrator shall notify Defendant.  
3 Defendant will request that the currently employed Class Member provide a  
4 corrected address and transmit to the Administrator any corrected address  
5 provided by the Class Member. Class Members who received a re-mailed  
6 Notice Packet shall have their Response Deadline extended fifteen (15) days  
7 from the original Response Deadline.

8 5. Disputes Regarding Individual Settlement Payments. Class Members will  
9 have the opportunity, should they disagree with Defendant's records regarding  
10 the start and end dates of employment to provide documentation and/or an  
11 explanation to show contrary dates. If there is a dispute, the Settlement  
12 Administrator will consult with the Parties to determine whether an  
13 adjustment is warranted. The Settlement Administrator shall determine the  
14 eligibility for, and the amounts of, any Individual Settlement Payments under  
15 the terms of this Agreement. The Settlement Administrator's determination  
16 of the eligibility for and amount of any Individual Settlement Payment shall  
17 be binding upon the Class Member and the Parties, except as provided herein  
18 below in Paragraph 6.

19 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
20 by the Settlement Administrator concerning the administration of the  
21 Settlement will be resolved by the Court under the laws of the State of  
22 California. Before any such involvement of the Court, counsel for the Parties  
23 will confer in good faith to resolve the disputes without the necessity of  
24 involving the Court.

25 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
26 Packet shall state that Class Members who wish to exclude themselves from  
27 the Settlement must submit a signed copy of a request for exclusion to the  
28 Settlement Administrator by the Response Deadline. The request for

1 exclusion will not be valid if it is not timely submitted, if it is not signed by  
2 the Class Member or their legal representative, or if it does not contain the  
3 name and address and last four digits of the Social Security number of the  
4 Class Member. The date of the postmark on the mailing envelope or fax stamp  
5 on the request for exclusion shall be the exclusive means used to determine  
6 whether the request for exclusion was timely submitted. Any Class Member  
7 who submits a timely request for exclusion shall be excluded from the  
8 Settlement Class will not be entitled to an Individual Settlement Payment and  
9 will not be otherwise bound by the terms of the Settlement or have any right  
10 to object, appeal or comment thereon. However, any Class Member that  
11 submits a timely request for exclusion that is also a member of the Aggrieved  
12 Employees will still receive his/her pro rata share of the PAGA Settlement, as  
13 specified below, and in consideration, will be bound by the Release by the  
14 Aggrieved Employees as set forth herein. Settlement Class Members who fail  
15 to submit a valid and timely request for exclusion on or before the Response  
16 Deadline shall be bound by all terms of the Settlement and any final judgment  
17 entered in this Action if the Settlement is approved by the Court. No later  
18 than fourteen (14) calendar days after the Response Deadline, the Settlement  
19 Administrator shall provide counsel for the Parties with a final list of the Class  
20 Members who have timely submitted timely requests for exclusion. At no  
21 time shall any of the Parties or their counsel seek to solicit or otherwise  
22 encourage members of the Class to submit Requests for Exclusion from the  
23 Settlement.

- 24 8. Objections. The Notice of Class Action Settlement contained in the Notice  
25 Packet shall state that Class Members who wish to object to the Settlement  
26 may submit to the Settlement Administrator a written statement of objection  
27 (“Notice of Objection”) by the Response Deadline. The postmark date of  
28 mailing shall be deemed the exclusive means for determining that a Notice of

1 Objection was served timely. The Notice of Objection must be signed by the  
2 Settlement Class Member and any legal representative and state: (1) the case  
3 name and number; (2) the name of the Settlement Class Member; (3) the  
4 address of the Settlement Class Member; (4) the last four digits of the  
5 Settlement Class Member's Social Security number; (5) the basis for the  
6 objection; and (6) if the Settlement Class Member intends to appear at the  
7 Final Approval/Settlement Fairness Hearing. Class Members who fail to  
8 make objections in writing in the manner specified above may still make their  
9 objections orally at the Final Approval/Settlement Fairness Hearing with the  
10 Court's permission. Settlement Class Members will have a right to appear at  
11 the Final Approval/Settlement Fairness Hearing to have their objections heard  
12 by the Court. At no time shall any of the Parties or their counsel seek to solicit  
13 or otherwise encourage Class Members to file or serve written objections to  
14 the Settlement or appeal from the Order and Final Judgment. Class Members  
15 who submit a written request for exclusion may not object to the Settlement.  
16 Class Members may not object to the PAGA Settlement.

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

20 1. Individual Settlement Payments. Individual Settlement Payments shall be  
21 paid from the Net Settlement Amount and shall be paid pursuant to the  
22 formula set forth herein. Using the Class Data, the Settlement Administrator  
23 shall add up the total number of Workweeks for all Class Members. The  
24 respective Workweeks for each Class Member will be divided by the total  
25 Workweeks for all Class Members, resulting in the Payment Ratio for each  
26 Class Member. Each Class Member's Payment Ratio will then be multiplied  
27 by the Net Settlement Amount to calculate each Class Member's estimated  
28 Individual Settlement Payments. Each Individual Settlement Payment will be

reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 1/3 as wages (“Wage Portion”); 2/3 as penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which

1 any Class Members may be eligible, including, but not limited to profit-  
2 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
3 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
4 Parties' intention that this Settlement Agreement will not affect any rights,  
5 contributions, or amounts to which any Class Members may be entitled under  
6 any benefit plans.

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

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

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
23 Employees shall remain valid and negotiable for one hundred and eighty (180)  
24 days from the date of their issuance. If a Settlement Class Member and/or  
25 Aggrieved Employee does not cash his or her settlement check within 90 days,  
26 the Settlement Administrator will send a letter to such persons, advising that  
27 the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
28 Member and/or Aggrieved Employee to request reissuance in the event the

1 check was destroyed, lost or misplaced. In the event an Individual Settlement  
2 Payment and/or Aggrieved Employee's individual share of the PAGA  
3 Settlement check has not been cashed within one hundred and eighty (180)  
4 days, all funds represented by such uncashed checks, plus any interest accrued  
5 thereon, shall be transmitted to the Community Law Project, a Cy Pres, in  
6 accordance with California Code of Civil Procedure 384. Neither the Parties  
7 nor their counsel have any interest, direct or indirect, in the Community Law  
8 Project.

- 9 9. Class Representative Service Awards. In addition to the Individual Settlement  
10 Payment and their individual share of the PAGA Settlement to be paid to  
11 Plaintiffs, Plaintiffs will apply to the Court for an award of not more than  
12 \$7,500 for each Plaintiff, as the Class Representative Service Awards.  
13 Defendant does not presently intend to oppose Class Representative Service  
14 Awards of not more than \$7,500 for each Plaintiff. In the event the Court  
15 reduces or does not approve of the requested Service Award payments,  
16 Plaintiffs shall not have the right to revoke the settlement and it will remain  
17 binding. Plaintiffs each retain the right to appeal any denial of a requested  
18 Service Award. The Settlement Administrator shall pay the Class  
19 Representative Service Awards, either in the amount stated herein if approved  
20 by the Court or some other amount as approved by the Court, to Plaintiffs  
21 from the Gross Settlement Amount no later than fifteen (15) calendar days  
22 after Defendant makes the Initial Payment. Any portion of the requested Class  
23 Representative Service Awards that are not awarded to the Class  
24 Representatives shall be part of the Net Settlement Amount and shall be  
25 distributed to Settlement Class Members as provided in this Agreement. The  
26 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs  
27 for their Class Representative Service Awards. Plaintiffs shall be solely and  
28 legally responsible to pay any and all applicable taxes on their Class

1 Representative Service Awards and shall hold harmless the Defendant from  
2 any claim or liability for taxes, penalties, or interest arising as a result of the  
3 Class Representative Service Awards. The Class Representative Service  
4 Awards shall be in addition to Plaintiffs' Individual Settlement Payment as a  
5 Settlement Class Member. Approval of this Settlement shall not be  
6 conditioned on Court approval of the requested amount of the Class  
7 Representative Service Award. In the event that the Court reduces or does not  
8 approve the requested Class Representative Service Award, Plaintiffs shall not  
9 have the right to revoke the Settlement, and it will remain binding.

10 10. Class Counsel Award. Defendant understands a motion by Class Counsel for  
11 attorneys' fees not to exceed one-third of the Gross Settlement Amount  
12 currently estimated to be \$66,666.66 plus costs and expenses supported by  
13 declaration not to exceed Twenty Thousand Dollars (\$20,000), from the Gross  
14 Settlement Amount will be filed. Any portion of the requested Class Counsel  
15 Award that is not awarded to Class Counsel shall be part of the Net Settlement  
16 Amount and shall be distributed to Settlement Class Members as provided in  
17 this Agreement. The Settlement Administrator shall allocate and pay the  
18 Class Counsel Award to Class Counsel from the Gross Settlement Amount no  
19 later than seven (7) calendar days after the Funding Date. Class Counsel shall  
20 be solely and legally responsible to pay all applicable taxes on the payment  
21 made pursuant to this paragraph. The Settlement Administrator shall issue an  
22 IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to  
23 this paragraph. In the event that the Court reduces or does not approve the  
24 requested Class Counsel Award, Plaintiffs and Class Counsel shall not have  
25 the right to revoke the Settlement, or to appeal such order, and the Settlement  
26 will remain binding.

27 11. PAGA Settlement. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall  
28 be allocated from the Gross Settlement Amount for settlement of claims for

civil penalties under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$7,500.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date (hereinafter “LWDA Payment”). Twenty-five (25%) of the PAGA Settlement (\$2,500.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$8,000. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

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

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs’ motion for final approval of this

1 Settlement detailing the number of Notice Packets mailed and re-mailed to  
2 Class Members, the number of undeliverable Notice Packets, the number of  
3 timely requests for exclusion, the number of objections received, the amount  
4 of the average Individual Settlement Payment and highest Individual  
5 Settlement Payment, the Settlement Administration Costs, and any other  
6 information as the Parties mutually agree or the Court orders the Settlement  
7 Administrator to provide.

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

12 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
13 an opportunity for Counsel for Defendant to review the Motions for Preliminary and  
14 Final Approval, including the Order Granting Final Approval of Class Action  
15 Settlement, and Judgment before filing with the Court. The Parties and their counsel  
16 will cooperate with each other and use their best efforts to affect the Court's approval  
17 of the Motions for Preliminary and Final Approval of the Settlement, and entry of  
18 Judgment.

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

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

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

26 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
27 Agreement among these Parties, and no oral or written representations, warranties or  
28 inducements have been made to any Party concerning this Agreement or its Exhibit

1 other than the representations, warranties and covenants contained and memorialized  
2 in this Agreement and its Exhibit.

3 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
4 represent they are expressly authorized by the Parties whom they represent to negotiate  
5 this Agreement and to take all appropriate Action required or permitted to be taken by  
6 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
7 documents required to effectuate the terms of this Agreement. The persons signing  
8 this Agreement on behalf of Defendant represents and warrants that he/she is  
9 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and  
10 warrant that they are authorized to sign this Agreement and that they have not assigned  
11 any claim, or part of a claim, covered by this Settlement to a third-party.

12 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
13 press releases, initiate any contact with the press, respond to any press inquiry, or have  
14 any communication with the press about the fact, amount or terms of the Settlement  
15 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
16 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
17 Class Counsel from including publicly available information regarding this settlement  
18 in future judicial submissions regarding Class Counsel's qualifications and experience.  
19 Further, Class Counsel will not include, reference or use the Settlement Agreement for  
20 any marketing or promotional purposes, either before or after the Motion for  
21 Preliminary Approval is filed.

22 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
23 to the benefit of, the successors or assigns of the Parties, as previously defined.

24 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
25 shall be governed by and interpreted according to the laws of the State of California.

26 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
27 executed counterparts and each of them shall be deemed to be one and the same  
28

instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

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

AA. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently intend to pursue any claims against the Defendant, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Defendant, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

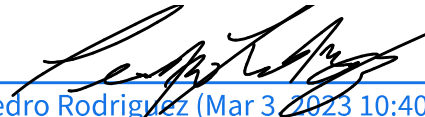
BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

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

10 DD. Confidentiality. Class Counsel agrees that it will not initiate or contact or have any  
11 communications with putative Class Members during the Settlement approval process.  
12 Nothing will prevent Class Counsel from responding to inquiries from putative Class  
13 Members. For its part, Defendant agrees it shall not discourage putative Class  
14 Members from participating in the Settlement and shall refer any questions to the  
15 Claims Administrator. No public comment, communications to media, or any form of  
16 advertising or public announcement (including social media) regarding the case shall  
17 be made by Plaintiffs or Class Counsel at any time. Prior to filing of the Motions for  
18 Preliminary and Final Approval, Class Counsel shall not discuss the terms of the  
19 settlement or the negotiations leading to settlement with any person other than the  
20 Plaintiffs and Class Administrator.

21 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

22  
23 DATED: Mar 3, 2023

  
Pedro Rodriguez (Mar 3, 2023 10:40 PST)  
PEDRO RODRIGUEZ

24  
25 DATED: Mar 3, 2023

  
Jose garcia (Mar 3, 2023 11:29 PST)  
JOSE GARCIA

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

DATED: \_\_\_\_\_

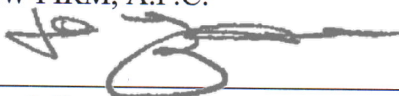
FERMA GREENBOX, INC.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 3, 2023

JCL LAW FIRM, A.P.C.  
  
By: \_\_\_\_\_  
Jean-Claude Lapuyade

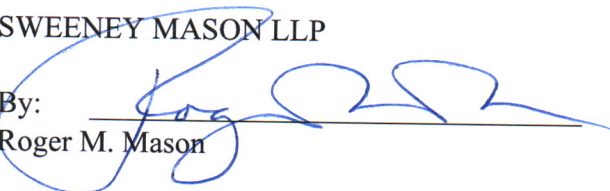
Attorneys for Plaintiffs and the Settlement Class  
Members

DATED: March 3, 2023

ZAKAY LAW GROUP, APLC  
  
By: \_\_\_\_\_  
Shani O. Zakay

Attorneys for Plaintiffs and the Settlement Class  
Members

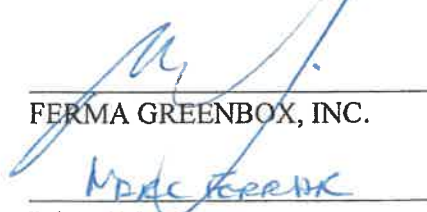
DATED: 03/02/2023

SWEENEY MASON LLP  
  
By: \_\_\_\_\_  
Roger M. Mason  
Attorneys for Defendant

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

DATED: 3/7/23

  
\_\_\_\_\_  
FERMA GREENBOX, INC.

\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: \_\_\_\_\_

JCL LAW FIRM, A.P.C.

By: \_\_\_\_\_

Jean-Claude Lapuyade

Attorneys for Plaintiffs and the Settlement Class  
Members

DATED: \_\_\_\_\_

ZAKAY LAW GROUP, APLC

By: \_\_\_\_\_

Shani O. Zakay

Attorneys for Plaintiffs and the Settlement Class  
Members

DATED: 03/07/2023

SWEENEY MASON LLP

By:   
\_\_\_\_\_  
Roger M. Mason

Attorneys for Defendant

# **EXHIBIT A**

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

**(Rodriguez v. Ferma Greenbox, Inc.,  
Alameda County Superior Court Case No. RG21101104)**

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and<br/>Receive a Payment</b>                         | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your                      estimated                      Settlement                      Share                      is:</b><br/><b>\$«Total_Estimated_Settlement_Amount».</b> See the explanation below.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                                                                                                                                |
| <b>Object</b>                                                       | <p>You may write to the Court about why you believe the settlement should not be approved or you may appear at the final hearing on July 28, 2023, at 9:00 a.m. either in person or remotely.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                                                              |

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the “Court”) has been reached between Plaintiffs Pedro Rodriguez (“Plaintiff Rodriguez”) and Jose Garcia (“Plaintiff Garcia”) (collectively Plaintiffs”) and Defendant Ferma Greenbox, Inc., a California Corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

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

The “Class Period” is the period of time running from May 21, 2017, to September 30, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

## 2. What is this class action lawsuit about?

On May 21, 2021, Plaintiffs filed a Complaint against Defendant in the Superior Court of the State of California, County of Alameda (“Action”). Plaintiffs asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order ; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code §§ 226 & 226.2; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.* On October 18, 2021, Plaintiffs filed a First Amended Complaint to dismiss the following causes of action: Failure to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; and Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order.

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

On August 1, 2022, the Parties participated in an all-day mediation with Steven Rottman, Esq., an experienced mediator of wage and hour class actions. The mediation concluded with a settlement after both sides agreed to a Mediator’s proposal. The Court granted preliminary approval of the Settlement on March 15, 2023. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representative, and the law firms of JCL Law Firm, APC., and Zakay Law Group, APC to serve as Class Counsel.

## 3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Thousand Dollars (\$200,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiffs.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (\$66,666.00) and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00 for

all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Class Representative Service Payments. Class Representative Service Payments of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$10,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all truck drivers who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between March 3, 2020 to September 30, 2022.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 1/3 (33.33%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 2/3 (66.67%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Release by Settlement Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all class claims alleged or which could have reasonably been alleged, based on the facts set forth in either the Complaint filed on May 21, 2021 or the First Amended Complaint filed on October 18, 2021, which occurred during the Class period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Release by the Aggrieved Employees. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all PAGA claims alleged in the operative complaint and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

#### **5. How much will my payment be?**

**Defendant's records reflect that you have «Class\_Weeks» Workweeks worked during the Class Period (May 21, 2017 to September 30, 2022).**

**Based on this information, your estimated Individual Settlement Payment is \$«Class\_Estimated\_Settlement\_Amount».**

**Defendant's records reflect that you have «PAGA\_Pay\_Periods» PAGA Pay Periods worked during the PAGA Period (March 3, 2020 to September 30, 2022).**

**Based on this information, your estimated PAGA Payment Share is \$«PAGA\_Estimated\_Settlement\_Amount».**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than May 30, 2023.

#### **6. How can I get a payment?**

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc.

The Court will hold a hearing on July 28, 2023, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.ilymgroup.com](http://www.ilymgroup.com).

## 7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than May 30, 2023. The address for the Settlement Administrator is ILYM Group Inc., P.O. Box 2031 Tustin, CA 92781. The request for exclusion must state in substance: “I have read the Class Notice and I wish to opt out of the class action and settlement of the case ***Rodriguez v. Ferma Greenbox, Inc., Alameda County Superior Court, Case No. RG21101104.***” The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after May 30, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, the last four digits of your Social Security Number for verification purposes, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Rodriguez v. Ferma Greenbox, Inc., Alameda County Superior Court, Case No. RG21101104.*** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

**Written objections must be delivered or mailed to the Settlement Administrator no later than May 30, 2023.** The address for the Settlement Administrator is ILYM Group Inc., P.O. Box 2031 Tustin, CA 92781.

The addresses for the Parties' counsel are as follows:

### **Class Counsel:**

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

### **Class Counsel:**

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

### **Counsel for Defendant:**

Roger M. Mason, Esq.  
Rachael E. Brown, Esq.  
Sweeney Mason LLP  
983 University Avenue, Suite 104C  
Los Gatos, CA 95032-7637  
Tel: (408) 356-3000  
Email: [rmason@smwb.com](mailto:rmason@smwb.com)  
[reb@smwb.com](mailto:reb@smwb.com)

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

The Court will hold a Final Approval Hearing at 09:00 AM on July 28, 2023, at the Alameda County Superior Court, Dept. 21, located at 1221 Oak Street, Oakland, CA 94612 before Judge Evelio Grillo. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

#### 10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to **Rodriguez v. Ferma Greenbox, Inc., Alameda County Superior Court, Case No. RG21101104**, Settlement Administrator, c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- In the event an Individual Settlement Payment and/or Individual Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be distributed consistent with California Code of Civil Procedure § 384 as follows: transmitted to Community Law Project.

**AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA  
Y FECHA DE AUDIENCIA FINAL**

*(Rodriguez contra Ferma Greenbox, Inc.,  
Tribunal Superior del Condado de Alameda, Caso No. RG21101104)*

**SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS TANTO SI ACTÚA COMO SI NO, LEA  
ATENTAMENTE ESTE AVISO.**

| <b>RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>No hacer nada y recibir un pago</b>                             | Para recibir un pago en efectivo del Acuerdo, <b>no</b> tiene que hacer nada.<br><b>El monto estimado de su liquidación es: \$«Total_Estimated_Settlement_Amount».</b> Vea la explicación más abajo.<br>Tras la aprobación definitiva por parte del Tribunal, el pago se enviará por correo a la misma dirección que figura en esta notificación. Si su dirección ha cambiado, notifíquelo al Administrador del Acuerdo como se explica a continuación. A cambio del pago establecido en el acuerdo, usted retirará su demanda contra el Demandado según se detalla a continuación. |
| <b>Excluirse del acuerdo</b>                                       | Si desea excluirse del Acuerdo, debe enviar una solicitud de exclusión por escrito al Administrador del Acuerdo tal y como se indica a continuación. Si solicita la exclusión, <b>no recibirá dinero alguno del Acuerdo.</b><br>Las instrucciones están detalladas debajo.                                                                                                                                                                                                                                                                                                          |
| <b>Oponerse al acuerdo</b>                                         | Puede escribirle al Tribunal sobre los motivos por los que usted cree que el acuerdo no debe ser aprobado o puede presentarse en la audiencia final el July 28, 2023, at 9:00 a.m. ya sea de forma presencial o remota. A continuación se facilitan las instrucciones.                                                                                                                                                                                                                                                                                                              |

**1. ¿Por qué recibí este aviso?**

Se llegado a un Acuerdo de Demanda Colectiva (el “Acuerdo”) que está pendiente de juicio en el Tribunal Superior del Estado de California, Condado de Alameda, (el “Tribunal”), entre los Demandantes Pedro Rodriguez (“Demandante Rodriguez”) y Jose Garcia (“Demandante Garcia”) (juntos los “Demandantes”) y el Demandado Ferma Greenbox, Inc., una empresa de California (el “Demandado”). El Tribunal ha concedido la aprobación preliminar del Acuerdo. **Usted puede tener derecho a recibir dinero de este Acuerdo.**

**Usted ha recibido este Aviso de Demanda Colectiva porque ha sido identificado como Miembro del Grupo Demandante, que se define como:**

Todos los conductores de camiones que están o fueron contratados previamente por el Demandado y trabajaron durante el Período de la Demanda Colectiva.

El "Periodo de la Demanda Colectiva" es el periodo de tiempo comprendido entre el 21 de mayo de 2017, hasta el 30 de septiembre de 2022.

Este Aviso de Demanda Colectiva explica la demanda, el Acuerdo y sus derechos legales. Es importante que lea detenidamente esta notificación, ya que sus derechos pueden verse afectados por el Acuerdo.

## 2. ¿De qué trata esta demanda colectiva?

El 21 de mayo de 2021, los Demandantes presentaron una Demanda contra el Demandado en el Tribunal Superior del Estado de California, Condado de Alameda ("Demanda"). Los Demandantes afirmaron que el Demandado: (a) Violó el Código de Negocios y Profesiones de California, Sección 17200 y siguientes; (b) no abonó los salarios mínimos, en violación del Código Laboral de California, Secciones 1194, 1197 y 1197.1; (c) No pagó las horas extras de trabajo, en violación del Código Laboral de California, Sección 510, y siguientes; (d) no proveyó los períodos de comidas requeridos, en violación del Código Laboral de California, Secciones 226.7 y 512, y la Orden de Salario aplicable de la IWC (Comisión de Salarios Industriales); (e) no proporcionó los períodos de descanso requeridos, en violación del Código Laboral de California, Secciones 226.7 y 512, y la Orden de Salario aplicable de la IWC (Comisión de Salarios Industriales); (f) no brindó declaraciones de salarios detalladas, precisas y completas, en violación del Código Laboral de California, Secciones 226 y 226.2; (g) no proporcionó los salarios adeudados, en violación del Código Laboral de California, Secciones 201, 202 y 203; y (h) Violaciones de la Ley del Procurador General Privado en la Sección 2698 del Código Laboral, y siguientes. El 18 de octubre de 2021, los Demandantes presentaron una Primera Demanda Modificada para desestimar los siguientes fundamentos de la demanda: Falta de pago de horas extras, en violación del Código Laboral de California Secciones 510, y siguientes; Falta de los períodos de comidas requeridos, en violación de las secciones 226.7 y 512 del Código Laboral de California y la Orden Salarial aplicable de la IWC (Comisión de Salarios Industriales); y Falta de los períodos de descanso requeridos, en violación de las secciones 226.7 y 512 del Código Laboral de California y la Orden Salarial aplicable de la IWC.

El demandado niega cualquier responsabilidad o irregularidad de cualquier tipo asociada con los reclamos alegados en la Demanda, disputa los salarios, daños y sanciones reclamados por los Representantes de la Demanda Colectiva que se adeudan, y además afirma que, para cualquier propósito que no sea el acuerdo, la Demanda no es apropiada para ser tratada como demanda colectiva o de representación. El demandado sostiene, entre otras cosas, que en todo momento cumplió con el Código Laboral de California y las Órdenes de la Comisión de Salarios Industriales.

El 1º de agosto de 2022, las partes participaron en una mediación que duró todo el día con el Abg. Steven Rottman, un mediador experimentado en demandas colectivas de salarios y horas de trabajo. La mediación concluyó con un acuerdo después de que ambas partes aceptaran la propuesta del Mediador. El Tribunal concedió la aprobación preliminar del Acuerdo el 15 de marzo de 2023. En ese momento, el Tribunal también aprobó de forma preliminar a los Demandantes para que actuaran como Representantes del Grupo de la Demanda Colectiva, y a los bufetes de abogados JCL Law Firm, APC., y Zakay Law Group, APC. para que se desempeñen como Abogados de los Demandantes.

## 3. ¿Cuáles son las condiciones del Acuerdo?

**Importe Bruto de Liquidación:** El Demandado acordó pagar un monto "total" de doscientos mil dólares (\$200,000) (el "Monto Bruto del Acuerdo") para financiar el acuerdo. El Monto Bruto de la Liquidación incluye el pago de todos los Pagos Individuales del Acuerdo a los Miembros del Grupo de la Demanda Colectiva, los honorarios y costos de los abogados de los Demandantes, los Gastos de administración del Acuerdo, el Pago de LWDA, los Montos de PAGA y los Pagos de Servicios de los Representantes de la Demanda Colectiva a los Demandantes.

Después de que el Fallo sea Definitivo, el Demandado pagará el Monto Bruto del Acuerdo depositando el dinero al Administrador del Acuerdo. "Definitivo" significa que desde esa fecha la decisión del Tribunal ya no está sujeta a apelación o, si se presenta una apelación, la fecha en que finaliza el proceso de apelación y se confirma el Fallo.

**Importes a Pagar del Importe Bruto de Liquidación.** El Acuerdo dispone que se realicen ciertos pagos del Monto Bruto de Liquidación, que estarán sujetos a la aprobación final del Tribunal, y que se deducirán del Monto Bruto de Liquidación antes de que se realicen los pagos del Acuerdo a los Miembros de la Demanda Colectiva, de la siguiente manera:

- Gastos de Administración de la Liquidación. Pago al Administrador del Acuerdo, estimado en no más de \$8,000.00 por gastos, incluidos los gastos de envío de este Aviso, el procesamiento de las exclusiones y la distribución de los pagos del Acuerdo.
- Honorarios y costos de abogados. Pago de honorarios de los abogados de los Demandantes de no más de un tercio del Monto Bruto de Liquidación (\$ 66,666.00) y un pago de gastos de litigio de los abogados de los Demandantes de no más de \$ 25,000.00 para todos los gastos incurridos según lo documentado en los registros de facturación de los abogados demandantes, ambos sujetos a la aprobación del tribunal. Los Abogados de los Demandantes han estado procesando la Demanda en nombre de los Demandantes y el Grupo de la Demanda Colectiva sobre la base de una tarifa de contingencia (es decir, sin haber recibido ningún pago hasta la fecha) y han estado pagando todos los costos y gastos del litigio.
- Pagos de Servicios de Representantes del Grupo de la Demanda Colectiva. Pagos de servicios de Representantes del Grupo de la Demanda Colectiva de hasta siete mil quinientos dólares (\$7,500.00) a cada Demandante, o la cantidad menor que apruebe el Tribunal, para compensarlos por los servicios en nombre del Grupo de la Demanda Colectiva al iniciar y procesar la Demanda, y por los riesgos que asumieron.
- Pago PAGA. Un pago de \$10,000.00 relacionado con el reclamo de los Demandantes bajo la Ley de Procuradores Generales Privados ("PAGA"), \$7,500.00 de los cuales se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral del Estado de California ("LWDA") y los \$2,500.00 restantes se distribuirán a Empleados PAGA como parte del Monto Neto PAGA.
- Cálculo de Pagos a Miembros del Grupo de la Demanda Colectiva. Después de que se deduzcan del Monto Bruto de Liquidación todos los pagos anteriores sobre honorarios de abogados del Grupo de la Demanda Colectiva, aprobados por el tribunal, el pago de gastos de litigio de los abogados del Grupo de la Demanda Colectiva, los pagos de servicios del representante de la Grupo de la Demanda Colectiva, el pago LWDA y los gastos de administración del acuerdo, la parte restante, denominada El "Monto Neto de Liquidación" se distribuirá a los miembros del grupo que **no** soliciten la exclusión ("Miembros del Grupo del Acuerdo"). El importe del Acuerdo para cada Miembro del Grupo del Acuerdo se calculará dividiendo el Monto Neto de Liquidación por el número total de semanas laborales para todos los Miembros del Grupo del Acuerdo incluidas durante el Período de la Demanda Colectiva y multiplicando el resultado por las semanas laborales de cada Miembro Individual del Grupo del Acuerdo incluidas durante el Período de la Demanda Colectiva, en la cual, una "Semana Laboral" se define como una semana laboral normal de siete días durante el Período de la Demanda Colectiva en la que, según los registros del Demandado, un miembro del Grupo de la Demanda Colectiva trabajó al menos un día durante dicha semana laboral.
- Cálculo de Pagos de Multas PAGA a Empleados PAGA. El Monto Neto PAGA se distribuirá a los empleados PAGA independientemente de si se excluyen o no. El Monto Neto PAGA se dividirá por la cantidad total de períodos pagos trabajados por todos los Empleados Agraviados durante el Período PAGA, y luego tomando ese número y multiplicándolo por la cantidad de períodos pagos trabajados por cada Empleado Agraviado respectivo durante el Período de PAGA. La frase "Empleados Agraviados" se refiere a todos los conductores de camiones que son o fueron empleados anteriormente por el Demandado y trabajaron en California durante el Período PAGA. El "Período PAGA" es el período comprendido entre el 3 de marzo de 2020 hasta el 30 de septiembre de 2022.

**Si el Tribunal aprueba el Acuerdo, automáticamente se le enviará por correo un cheque con su Parte del Monto del Acuerdo a la misma dirección donde recibió este Aviso de Demanda Colectiva. No tiene que hacer nada para recibir el pago.** Si ha cambiado de dirección, debe comunicarse con el Administrador del Acuerdo para informarle su dirección correcta y asegurarse de recibir su pago.

Asuntos Fiscales. Un tercio (33,33%) de cada Pago Individual de Liquidación se destina a salarios. Los impuestos se retienen de esta cantidad, y cada Miembro del Grupo de Demanda Colectiva del Acuerdo recibirá un Formulario W-2 del Servicio de Impuestos Internos para dicho pago. Dos tercios (66,67 %) de cada Pago individual del Acuerdo se asigna a intereses, multas y otros pagos no salariales, y no se retendrán impuestos, y cada Miembro del Grupo de Demanda Colectiva del Acuerdo recibirá un Formulario 1099 del Servicio de Impuestos Internos para dicho pago. Además, no se retendrán impuestos de las Multas PAGA pagadas a los Empleados Agravados, y cada Empleado Agravado recibirá un Formulario 1099 del Servicio de Impuestos Internos para dicho pago. Ni los Abogados del Grupo Demandante ni los abogados del Demandado tienen la intención de que lo contenido en este Acuerdo constituya un asesoramiento sobre los impuestos o la tributación. Puede consultar con un asesor fiscal sobre las consecuencias tributarias de los pagos recibidos en virtud del Acuerdo.

Condiciones de Liquidación. Este Acuerdo está sujeto a que el Tribunal emita una orden que otorgue la aprobación final del Acuerdo y dicte sentencia.

#### **4. ¿A qué renuncio al aceptar el Acuerdo?**

Renuncia por parte de los Miembros del Grupo de la Demanda Colectiva del Acuerdo. Al dictarse la sentencia definitiva y la financiación total del Monto Bruto de Liquidación por parte del Demandado, los Demandantes y los Miembros del Grupo de la Demanda Colectiva del Acuerdo renunciarán a todos los reclamos colectivos alegados o que podrían haberse alegado razonablemente, con base en los hechos establecidos en la Demanda presentada en mayo 21 de octubre de 2021 o la Primera Demanda Modificada presentada el 18 de octubre de 2021, que se realizó durante el Período de la Demanda Colectiva, y excluyendo expresamente todas las demás demandas, incluidos los reclamos por beneficios adquiridos, terminación indebida, seguro de desempleo, discapacidad, seguridad social, compensación laboral, y reclamos colectivos fuera del Período de la Demanda Colectiva.

Liberación de los Trabajadores Agravados. Una vez que se dicte la sentencia final y el Demandado pague por completo el Monto Bruto de Liquidación, todos los Empleados agraviados renunciarán a todos los reclamos PAGA alegados en la demanda operativa y los avisos PAGA de los Demandantes a la LWDA que ocurrieron durante el Período PAGA, y excluyendo expresamente todos los otros reclamos, incluidas las demandas por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, compensación laboral y reclamos PAGA fuera del Período PAGA.

Esto significa que, si no se excluye de manera oportuna y formal del acuerdo, no puede demandar, continuar demandando ni ser parte de ninguna otra demanda contra el Demandado sobre los asuntos legales resueltos por este Acuerdo. También significa que todas las órdenes del Tribunal en esta Demanda se aplicarán sobre usted y lo vincularán legalmente.

#### **5. ¿Cuál será mi pago?**

**Los registros del demandado reflejan que usted tiene «Class\_Weeks» semanas laborales trabajadas durante el Período de la Demanda Colectiva (del 21 de mayo de 2017 al 30 de septiembre de 2022).**

**Según esta información, su Pago de Liquidación Individual estimado es \$«Class\_Estimated\_Settlement\_Amount».**

**Los registros del Demandado reflejan que usted tiene «PAGA\_Pay\_Periods» Períodos PAGA abonados, trabajados durante el Período PAGA (3 de marzo de 2020 al 30 de septiembre de 2022).**

**Según esta información, el Importe de su Pago PAGA es de \$«PAGA\_Estimated\_Settlement\_Amount».**

Si desea impugnar la información mencionada anteriormente, debe presentar un reclamo por escrito y firmado donde impugne dicha información e incluya los documentos justificantes al Administrador del Acuerdo, a la dirección proporcionada en este Aviso, a más tardar el 30 de mayo de 2023.

## 6. ¿Cómo puedo obtener el pago?

**Para obtener dinero del acuerdo, no tiene que hacer nada.** Se le enviará automáticamente un cheque con su liquidación a la misma dirección donde recibió este Aviso. Si su dirección es incorrecta o ha cambiado, debe notificárselo al Administrador del Acuerdo. El Administrador del Acuerdo es: ILYM Group, Inc.

El Tribunal llevará a cabo una audiencia el 28 de julio de 2023 para decidir si aprueba finalmente el Acuerdo. Si el Tribunal aprueba el Acuerdo y no hay objeciones ni apelaciones, los pagos se enviarán por correo dentro de unos meses después de esta audiencia. Si hay objeciones o apelaciones, resolverlas puede tomar tiempo, quizás más de un año. Por favor sea paciente. Después de la decisión judicial, el Administrador del Acuerdo notificará la sentencia final a los Miembros del Grupo de la Demanda Colectiva mediante la publicación de una copia del fallo en el sitio web del administrador: [www.ilymgroup.com](http://www.ilymgroup.com).

## 7. ¿Qué ocurre si no quiero formar parte del Acuerdo colectivo?

Si no desea participar en el Acuerdo, puede excluirse o "optar por no participar" en él. **Si opta por no participar, NO recibirá dinero del Acuerdo y no estará sujeto a sus términos, excepto según lo dispuesto a continuación.** Independientemente de si se excluye del Acuerdo o si opta por no participar, estará obligado a Renunciar a los reclamos PAGA, se considerará que ha renunciado a las Reclamaciones PAGA exoneradas y recibirá una parte del Monto Neto PAGA.

Para optar por no participar, debe enviar al Administrador del Acuerdo, por Correo de Primera Clase, una solicitud de exclusión por escrito, firmada y fechada con sello postal no posterior al 30 de mayo de 2023. La dirección del Administrador del Acuerdo es ILYM Group Inc., P.O. Box 2031 Tustin, CA 92781. La solicitud de exclusión debe indicar en esencia: "He leído el Aviso de Demanda Colectiva y deseo optar por no participar en la Demanda Colectiva y el Acuerdo del caso **Rodríguez contra Ferma Greenbox, Inc., Tribunal Superior del condado de Alameda, Caso No. RG21101104**". La solicitud de exclusión debe contener su nombre, dirección, firma y los últimos cuatro dígitos de su Número de Seguro Social para fines de verificación. La solicitud de exclusión debe estar firmada por usted. Ninguna otra persona puede optar por no ser miembro del Grupo de la Demanda Colectiva.

Las solicitudes de exclusión por escrito que tengan sellos postales después del 30 de mayo de 2023, o que estén incompletas o sin firmar, serán rechazadas, y esos Miembros del Grupo de la Demanda Colectiva permanecerán obligados por el Acuerdo y la renuncia a reclamos descrita anteriormente.

## 8. ¿Cómo le informo al Tribunal que me gustaría impugnar el Acuerdo?

Cualquier Miembro del Grupo de la Demanda Colectiva que no haya optado por no participar y crea que el Acuerdo no debe ser aprobado finalmente por el Tribunal por cualquier motivo, puede objetar el Acuerdo propuesto. Las objeciones pueden presentarse por escrito, indicando el nombre del Miembro del Grupo de la Demanda Colectiva, la dirección actual, el número de teléfono, los últimos cuatro dígitos de su Número de Seguro Social para fines de verificación, y describir por qué cree que el Acuerdo es injusto y si tiene la intención de comparecer en la audiencia de aprobación final. Todas las objeciones escritas u otras correspondencias también deben indicar el nombre y el número del caso, que es **Rodríguez contra Ferma Greenbox, Inc., Tribunal Superior del Condado de Alameda, Caso No. RG21101104**. También puede objetar sin presentar una objeción por escrito, presentándose en la audiencia de aprobación final programada como se describe a continuación en la Sección 9.

Para objetar el Acuerdo, no puede optar por no participar. Si el Tribunal aprueba el Acuerdo, usted estará sujeto a los términos del Acuerdo de la misma manera que los Miembros del Grupo de la Demanda Colectiva que no hayan objetado. Cualquier Miembro del Grupo de la Demanda Colectiva que no objete de la forma mencionada en este Aviso de Demanda Colectiva habrá renunciado a cualquier objeción al Acuerdo, ya sea por apelación o de otra manera.

**Las objeciones por escrito deben entregarse o enviarse por correo al Administrador del Acuerdo a más tardar el 30 de mayo de 2023.** La dirección del Administrador del Acuerdo es ILYM Group Inc., P.O. Box 2031 Tustin, CA 92781.

Las direcciones de los abogados de las Partes son las siguientes:

**Abogado del Demandante**

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

**Abogado del Demandante**

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

**Abogado del Demandado:**

Abg. Roger M. Mason.  
Rachael E. Brown, Esq.  
Sweeney Mason LLP  
983 University Avenue, Suite 104C  
Los Gatos, CA 95032-7637  
Tel: (408) 356-3000  
Email: [rmason@smwb.com](mailto:rmason@smwb.com)  
[reb@smwb.com](mailto:reb@smwb.com)

**9. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?**

El Tribunal llevará a cabo una Audiencia de Aprobación Final a las 09:00 hs. del 28 de julio de 2023, en el Tribunal Superior del Condado de Alameda, Departamento 21, ubicado en Calle Oak, N° 1221, Oakland, CA 94612, ante el juez Evelio Grillo. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. El propósito de esta audiencia es que el Tribunal determine si otorgará la aprobación final al Acuerdo. Si hay objeciones, el Tribunal las considerará. El Tribunal escuchará a las personas que hayan presentado una solicitud oportuna por escrito para hablar en la audiencia o que comparezcan en la audiencia para objetar. Esta audiencia puede ser reprogramada por el Tribunal sin previo aviso. **No es necesario que usted asista a la Audiencia** de aprobación final, aunque cualquier Miembro del Grupo de la Demanda Colectiva puede asistir a ella.

**10. ¿Cómo puedo obtener más información sobre el Acuerdo?**

Puede llamar al Administrador del Acuerdo al 1-888-250-6810 o escribir a **Rodriguez contra Ferma Greenbox, Inc., Tribunal Superior del Condado de Alameda, Caso No. RG21101104**, Administrador del Acuerdo, a/c ILYM, Group, Inc. P.O. Box 2031 Tustin, CA 92781.

Este aviso resume el acuerdo propuesto. Hay más detalles en el Acuerdo de conciliación. Puede recibir una copia del Acuerdo de conciliación, la Sentencia definitiva u otros documentos del Acuerdo si escribe a la firma de abogados JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

**POR FAVOR NO LLAME AL TRIBUNAL SOBRE ESTE AVISO.**

**IMPORTANTE:**

- Debe informar al Administrador del Acuerdo sobre cualquier cambio de dirección para garantizar la recepción de su pago.
- Los cheques de liquidación no tendrán validez 180 días después de su emisión si no se depositan o cobran.
- En el caso de que un Pago Individual del Acuerdo y/o Pago de Empleado Agraviado Individual no se haya cobrado dentro de ciento ochenta (180) días, todos los fondos de dichos cheques no cobrados, más cualquier interés acumulado sobre los mismos, se distribuirán de conformidad con el Código Procesal Civil de California, Sección 384, de la manera siguiente: serán enviados a Proyecto de Derecho Comunitario.

# **EXHIBIT 2**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo-Johnson (State Bar #343881)  
Monnett De La Torre (State Bar #272884)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)599-8292  
Facsimile: (619) 599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
[scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)  
[mdelatorre@jcl-lawfirm.com](mailto:mdelatorre@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Julieann Alvarado (State Bar #334727)  
5440 Morehouse Drive, Suite 3500  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

PEDRO RODRIGUEZ and JOSE GARCIA,  
individuals, on behalf of themselves and on  
behalf of all persons similarly situated,

Plaintiff,

v.

FERMA GREENBOX, INC. a California  
Corporation, and DOES 1-50, inclusive,

Defendants.

Case No. RG21101104

[Complaint Filed: 05/21/2021]

~~[PROPOSED]~~ **ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Hearing Date: February 7, 2023

Hearing Time: 10:00 a.m.

Reservation ID: 485754779697

Judge: Evelio Grillo

Dept.: 21

**FILED**  
**ALAMEDA COUNTY**

MAR 15 2023

CLERK OF THE SUPERIOR COURT  
By *Amelia*

Electronically Received 01/05/2023 02:04 PM

1 This matter having come before the Superior Court of the State of California, in and for the  
2 County of Alameda, at 10:00 a.m. on February 7, 2023, with Jean-Claude Lapuyade, Esq., of the  
3 JCL Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law Group, APLC, as counsel for  
4 Plaintiffs PEDRO RODRIGUEZ and JOSE GARCIA ("Plaintiffs") and Roger Mason, Esq. of  
5 Sweeney Mason, LLP, appearing for defendant FERMA GREENBOX, INC (hereinafter  
6 "Defendant"). The Court, having carefully considered the briefs, argument of counsel and all the  
7 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for  
8 Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

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

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

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount  
18 that Defendants shall pay is Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). It  
19 appears to the Court on a preliminary basis that the settlement amount and terms are fair,  
20 adequate, and reasonable as to the entire Class when balanced against the probable outcome of  
21 further litigation relating to certification, liability, and damages issues. It further appears that  
22 investigation and research have been conducted such that counsel for the Parties are able to  
23 reasonably evaluate their respective positions. It further appears to the Court that settlement at  
24 this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks  
25 that would be presented by the further prosecution of the litigation. It further appears that the  
26 Settlement has been reached as the result of intensive, serious, and non-collusive arms-length  
27 negotiations.  
28

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

7           5.       The Agreement specifies for a Class Counsel Award in the amount of up-to one-  
8 third of the Gross Settlement Amount for attorneys' fees, currently estimated at \$66,666 *and* an  
9 award of litigation expenses incurred not to exceed \$25,000.00, and proposed Class  
10 Representative Service Award to the Class Representatives, Pedro Rodriguez and Jose Garcia, in  
11 an amount not to exceed \$7,500.00 each. While these awards appear to be within the range of  
12 reasonableness, the Court will not approve the Class Counsel Award or Class Representative  
13 Service Award until the Final Approval Hearing.

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

18                    "all truck drivers who are or previously were employed by  
19 Defendant and performed work in California during the Class  
20 Period."

21                    The Class Period means the period from May 21, 2017, to  
22 September 30, 2022."

23           7.       The Court concludes that, for settlement purposes only, the Class meets the  
24 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
25 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
26 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
27 community of interest amongst the Class with respect to the subject matter of the litigation; (c)  
28 the claims of the Class Representative are typical of the claims of the Class; (d) the Class

1 Representative will fairly and adequately protect the interests of the Class; (e) a class action is  
2 superior to other available methods for the efficient adjudication of this controversy; and (f)  
3 Class Counsel are qualified to act as counsel for the Class Representative in his individual  
4 capacity and as the representative of the Class Members.

5 8. For settlement purposes only, the Court provisionally appoints plaintiffs Pedro  
6 Rodriguez and Jose Garcia as the representatives of the Settlement Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law  
8 Firm, A.P.C. and Shani Zakay of the Zakay Law Group, APLC, as Class Counsel for the  
9 Settlement Class.

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

21 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within  
22 ten (10) business days of this order, Defendants shall provide, to the Settlement Administrator  
23 the Class Data, including information regarding Class Members that Defendants will in good  
24 faith compile from their records, including each Settlement Class Member's full name; last  
25 known address; Social Security Number; dates of employment during the Class Period. Within  
26 fourteen (14) calendar days after receiving the Class Data from Defendants, the Settlement  
27 Administrator shall mail the Class Notice to all identified, potential members of the Class via  
28 first class U.S. Mail using the most current mailing address information available.

1           12.     The Court hereby preliminarily approves the proposed procedure for exclusion  
2 from the Settlement. Any Class Member may individually choose to opt out of and be excluded  
3 from the Settlement as provided in the Notice by following the instructions for requesting  
4 exclusion from the Settlement of the Released Claims that are set forth in the Notice. All  
5 requests for exclusion must be postmarked or received by the Response Deadline which is forty-  
6 five (45) calendar days after the date the Class Notice is mailed to the Class Members or, in the  
7 case of a re-mailed Notice, not more than fifteen (15) calendar days after the original Response  
8 Deadline. Any such person who chooses to opt out of and be excluded from the Settlement will  
9 not be entitled to an Individual Settlement Payment under the Settlement and will not be bound  
10 by the Settlement, or have any right to object, appeal or comment thereon. Settlement Class  
11 members who have not requested exclusion shall be bound by all determinations of the Court, the  
12 Agreement and Judgment. A request for exclusion may only opt out that particular individual,  
13 and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted  
14 and will be deemed invalid.

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

21           14.     A final approval hearing shall be held before this Court on \_\_\_\_\_ in  
22 Department 21 of the Alameda County Superior Court to determine all necessary matters  
23 concerning the Settlement, including: whether the proposed settlement of the Action on the terms  
24 and conditions provided for in the Agreement is fair, adequate and reasonable and should be  
25 finally approved by the Court; whether an Order Granting Final Approval should be entered  
26 herein; whether the plan of allocation contained in the Agreement should be approved as fair,  
27 adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Class  
28 Representative Service Award, and the Settlement Administration Costs. All papers in support of

1 the motion for final approval and the motion for Class Counsel Award and Class Representative  
2 Enhancement Award shall be filed with the Court and served on all counsel no later than sixteen  
3 (16) court days before the hearing.

4 15. Neither the Settlement nor any exhibit, document, or instrument delivered  
5 thereunder shall be construed as a concession or admission by Defendant in any way, and shall  
6 not be used as evidence of, or used against Defendant as, an admission or indication in any way,  
7 including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants  
8 or with respect to the truth of any allegation asserted by any person. Whether or not the  
9 Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement,  
10 proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any  
11 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence  
12 for any purpose adverse to the Defendant, including, but not limited to, evidence of a  
13 presumption, concession, indication or admission by Defendant of any liability, fault,  
14 wrongdoing, omission, concession or damage.

15 16. In the event the Settlement does not become effective in accordance with the terms  
16 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
17 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
18 and the Parties shall revert to their respective positions as of before entering into the Agreement.  
19 In such an event, the Court's orders regarding the Settlement, including this Preliminary  
20 Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this  
21 paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of  
22 the Settlement Agreement if it is not approved.

23 //

25 //

27 //

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

**IT IS SO ORDERED.**

DATED: March 15, 2023



JUDGE OF THE SUPERIOR COURT

JUDGE OF THE SUPERIOR COURT

# **EXHIBIT 3**

## Natalia Michele

---

**From:** DIR PAGA Unit <lwdadonotreply@dir.ca.gov>  
**Sent:** Thursday, January 5, 2023 1:51 PM  
**To:** Natalia Michele  
**Subject:** Thank you for your Proposed Settlement Submission

01/05/2023 01:50:25 PM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

# **EXHIBIT 4**

# **EXHIBIT 5**

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

---

**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

**Honors:**

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

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

**Biography:**

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

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

**Education:**

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

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

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

Honors:

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

REPORTED CASES

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

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

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

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

- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);