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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]

**DECLARATION OF SHANI O. ZAKAY,  
ESQ. IN SUPPORT OF 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

1 I, Shani O. Zakay, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APLC, and counsel of  
3 record for Plaintiff PEDRO RODRIGUEZ and JOSE GARCIA, on behalf of themselves, and on behalf  
4 of all persons similarly situated (“Plaintiff”) in this matter. As such, I am fully familiar with the facts,  
5 pleadings and history of the matter. I am submitting this declaration in support of Plaintiff’s Motion  
6 for Preliminary Approval of Class Action Settlement. Attached hereto as Exhibit #1 is a copy of the  
7 fully executed Class and PAGA Action Settlement Agreement (“Agreement”) along with exhibits  
8 thereto.

9 2. The “**Settlement Class**” shall mean all truck drivers who are or previously were  
10 employed by Defendant and performed work in California during the Class Period. The “**Settlement**  
11 **Class Period**” means the period from May 21, 2017, to September 30, 2022. The Settlement Class  
12 excludes any person who submits a timely and valid request for exclusion. Agreement at §§ I(G), (H)  
13 and (GG).

14 3. The “**Aggrieved Employees**” means all truck drivers who are or previously were  
15 employed by Defendant and performed work in California during the PAGA Period. The “**PAGA**  
16 **Period**” means the period of March 3, 2020 to September 30, 2022. Agreement at §§ I(B) and (V).  
17 Aggrieved Employees who submit a request for exclusion will remain bound by the PAGA Release  
18 and will nonetheless receive their portion of the PAGA Settlement.

19 4. The “**Total Settlement Amount**” is Two Hundred Thousand Dollars (\$200,000).  
20 Agreement at §I(O). The releases granted to Defendant only become effective upon the funding of the  
21 Total Settlement Amount. §III(B). The Total Settlement Amount is non-reversionary and includes the  
22 following: (a) A “**Class Representative Service Award**” in the amount of \$7,500 to each Plaintiff for  
23 their services on behalf of the Settlement Class. Agreement at §III(M)(9); (b) A “**Class Counsel**  
24 **Award**” in the amount not to exceed one-third of the Total Settlement Amount for attorney’s fees,  
25 currently estimated to be \$66,666.66 *and* litigation costs and expenses not to exceed \$20,000, to be  
26 paid to Class Counsel. Agreement at §III(M)(10); (c) A “**PAGA Settlement**” of \$10,000 shall be  
27 allocated from the Total Settlement Amount for settlement of claims for civil penalties under the  
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1 Private Attorneys General Act of 2004 (“PAGA Amount”). The Settlement Administrator shall pay  
2 75% of the PAGA Settlement (“LWDA Payment”) the California Labor and Workforce Development  
3 Agency. The Settlement Administrator shall distribute 25% of the PAGA Amount (“Aggrieved  
4 Employee Payment”) to members of the Aggrieved Employees. Agreement at §III(M)(11). The  
5 Aggrieved Employee Payment will be allocated to all Aggrieved Employees on a pro-rata basis  
6 according to the number of pay periods each Aggrieved Employee worked during the PAGA Period.  
7 Agreement at §I(U); and (d) “**Settlement Administration Costs**” not to exceed \$8,000 payable to the  
8 proposed Settlement Administrator, ILYM Group, Inc., for, *inter alia*, the administration of the Notice  
9 Packet and Individual Settlement Payments. Agreement at §III(M)(12)..

10 5. The “**Net Settlement Fund**” of approximately \$80,333.33 (Total Settlement Amount  
11 minus the requested Class Representative Service Award, Class Counsel Award, PAGA Settlement  
12 and Settlement Administration Costs) which will be allocated to all participating members of the  
13 Settlement Class on a pro-rata basis according to the number of Workweeks each Settlement Class  
14 member performed during the Class Period. The entire Net Settlement Amount will be paid to all  
15 Settlement Class Members who do not opt out of the Settlement Class resulting in an average  
16 Individual Settlement Share of **\$1,746.37**. Agreement at §III(M)(1). An objective evaluation of the  
17 Settlement confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and  
18 valuable. The Settlement was negotiated by the Parties at arm’s length. The Settlement confers  
19 substantial benefits to the Settlement Class. The relief offered by the Settlement is particularly  
20 impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour  
21 cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have  
22 to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied  
23 or of Defendant prevailing at trial.

24 6. As discussed below, the proposed Settlement satisfies all criteria for preliminary  
25 settlement approval under California law and falls within the range of reasonableness. The average  
26 Individual Settlement Share to the Settlement Class meets or exceeds awards in similar wage and hour  
27 class actions. Moreover, the proposed Settlement Class is appropriate for provisional certification.

1 Accordingly, Plaintiff respectfully requests that this Court grant preliminary approval of the  
2 Settlement.

3 7. Defendant provides debris box hauling services to general contractors, residential,  
4 industrial, commercial, state and government facilities, including in Alameda County, where Plaintiffs  
5 worked. Plaintiffs worked for Defendants as drivers since 2016. As drivers, at all times during their  
6 employment, Plaintiffs earned an hourly wage, including minimum wages for all hours worked.  
7 Throughout their employment, Plaintiffs were subject to Defendants' written policies and procedures.

8 8. Generally, Plaintiffs claim that Defendants failed to pay them and the Class Members  
9 wages for all time worked, including time spent undergoing Covid-19 screening, failed to provide  
10 accurate itemized wage statements, and failed to provide wages when due. Defendant asserts that it  
11 fully complied with all applicable employment laws and raised several other significant defenses to  
12 Plaintiffs' claims.

13 9. On March 3, 2021, Plaintiff served Defendant and the Labor and Workforce Development  
14 Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth  
15 the facts and theories supporting Defendants' alleged violations of various provisions of the California  
16 Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to  
17 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections  
18 2698 et seq ("PAGA").

19 10. On May 21, 2021, Plaintiffs filed a class action complaint in the Alameda Superior Court.  
20 On October 18, 2021 Plaintiffs filed a First Amended Complaint, which is the operative complaint,  
21 alleging claims for: (1) Unfair Competition in Violation of Bus. and Prof. Code §§ 17200; (2) failure  
22 to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3)  
23 failure to provide accurate itemized wage statements in violation of California Labor Code sections  
24 226 and 226.2; (4) failure to provide wages when due in violation of California Labor Code sections  
25 201, 202 and 203; and (5) violations of the Private Attorneys General Act ("PAGA").

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

4 12. 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  
7 Parties, and was memorialized in the form of a Memorandum of Understanding. After reaching an  
8 agreement in principle, the parties drafted and negotiated a long-form settlement agreement, which is  
9 the subject of the instant motion.

10 13. In November 2020, Class Counsel began its pre-filing investigation into Plaintiffs'  
11 complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiffs. As  
12 part of the interview process, Plaintiffs produced numerous documents related to their employment for  
13 Defendant, including portions of Defendant's written policies, and time and payroll records.  
14 Thereafter, Class Counsel summarized the known factual and legal issues in the PAGA Notice  
15 addressed to the LWDA. Several weeks later, Class Counsel filed this class action.

16 14. After engaging in significant written discovery, the Parties agreed to mediate the action.  
17 To prepare for mediation, Class Counsel requested several documents and data points to further  
18 evaluate Plaintiff's claims and Defendants' liability exposure to the Settlement Class members. In  
19 response, Defendants produced the pay statements for a sample of the Settlement Class members. In  
20 total, Defendants produced hundreds of pages for Class Counsel to analyze.

21 15. Class Counsel then retained the statisticians and economists at Berger Consulting Group  
22 ("BCG"), to evaluate the Settlement Class Members' payroll and time data. BCG provides data  
23 analysis and damage modeling consulting services specializing in wage and hour class actions. BCG's  
24 team of financial and data analysts are credentialed and experienced experts in their fields and have  
25 provided their expertise on thousands of cases. Stated differently, the BCG is uniquely qualified to  
26 analyze Defendants' time and payroll data.

1           16.     BCG analyzed Defendant's time and payroll data to assist in the development of a damage  
2 model. Among other things, BCG determined the approximate number of work shift, work weeks, pay  
3 periods, average rate of pay, average length of shift and average number of hours worked per week  
4 and pay period during the Class Period. BCG also estimated the amount of off-the-clock work  
5 performed by the Settlement Class during the Class Period and related penalties.

6           17.     In advance of mediation, Class Counsel created a damage model predicated on BCG  
7 analysis. Class Counsel's model calculated Defendants' potential liability exposure while accounting  
8 for the uncertainties of continued litigation. This damage model informed and guided Class Counsel  
9 during the mediated settlement discussions.

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

21          19.     On August 1, 2022, the Parties conducted a full day of mediation with Steven J. Rottman,  
22 Esq., a highly regarded mediator of wage and hour class actions. Mr. Rottman helped to manage the  
23 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The  
24 Parties made substantial progress with Mr. Rottman's assistance. Namely, the parties exchanged  
25 information regarding their respective claims and defenses, including their respective evaluation of the  
26 damages. After hours of arm's length and adversarial negotiations, the mediation concluded without a  
27 settlement. However, at the conclusion of the mediation, Mr. Rottman issued a proposal for settlement

1 that the Parties accepted. The complete and final terms of the Parties' settlement are now set forth in  
2 the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable  
3 compromise of the claims at issue.

4 20. The proposed Settlement Class consists of all truck drivers who are or previously were  
5 employed by Defendant and performed work in California during the Class Period (between May 21,  
6 2017 to September 30, 2022). The Settlement Class excludes any person who submits a timely and  
7 valid request for exclusion. Agreement at §§ I(G), (H) and (GG). There are approximately 46 members  
8 of the Settlement Class that worked an estimated 6,052 workweeks during the Class Period.  
9 Agreement at §III(A)(2)

10 21. The Parties agreed to settle the underlying class claims in exchange for the Total  
11 Settlement Amount of \$200,000. The Total Settlement Amount Fund includes: (1) Individual  
12 Settlement Payments to the Settlement Class; (2) a Class Representative Service Award of \$7,500 to  
13 each Plaintiff for their services on behalf of the Settlement Class and, equally important, for a general  
14 release of claims; (3) a PAGA Settlement in the amount of \$10,000; (4) Settlement Administration  
15 costs estimated at \$8,000, (5) Class Counsel Award in the amount of \$86,666, comprised of attorneys'  
16 fees equal to one-third of the Total Settlement Amount, and up to \$20,000 for actually incurred  
17 litigation expenses. Agreement at §III(M). Subject to the Court approving the Class Representative  
18 Service Award, Class Counsel Award, PAGA Settlement, and Settlement Administration Costs, the  
19 Net Settlement Amount will be distributed to each participating member of the Settlement Class  
20 Member. Agreement at §III(M)(1). There is no reversion to Defendants and Defendants must  
21 separately pay for their share of the employer payroll taxes. Agreement at §III(A)(1).

22 22. Each participating member of the Settlement Class will receive an Individual Settlement  
23 Payment. The Individual Settlement Payment will be proportional to the number of Workweeks each  
24 member of the Settlement Class worked for Defendants during the Class Period. Using the Class Data,  
25 the Settlement Administrator shall add up the total number of Workweeks for the entire Settlement  
26 Class. Each Settlement Class Member's final Individual Settlement Payment for purposes of payment  
27 will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is  
28

1 the Settlement Class Member's total number of Workweeks, and the denominator of which is the total  
2 number of Workweeks of all Settlement Class Members. Agreement at §III(M)(1). Each Individual  
3 Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g.,  
4 employee payroll taxes, etc.). Agreement at §III(M)(1). Individual Settlement Payments for members  
5 of the Settlement Class who submit valid and timely requests for exclusion will be redistributed to  
6 Settlement Class members who do not submit valid and timely requests for exclusion on a pro rata  
7 basis. Agreement at §III(M)(1). Given that there are approximately 46 Settlement Class Members, the  
8 average gross recovery is approximately \$1,746.37 (Net Settlement Amount divided by Settlement  
9 Class Members). This average net recovery exceeds many wage and hour class action settlements  
10 approved by California state and federal courts.

11 23. Generally, as of the Funding Date, Plaintiff and the Settlement Class Members will agree  
12 to release the Defendant from the Released Claims, defined as "all class claims alleged or which could  
13 have reasonably been alleged, based on the facts set forth in either the Complaint filed on May 21,  
14 2021 or the First Amended Complaint filed on October 18, 2021, which occurred during the Class  
15 period, and expressly excluding all other claims, including claims for vested benefits, wrongful  
16 termination, unemployment insurance, disability, social security, workers' compensation, and class  
17 claims outside of the Class Period." Agreement at §§I(BB) and III(B).

18 24. Generally, upon the Funding Date the LWDA and the Aggrieved Employees will release  
19 all PAGA claims alleged in the operative complaint and Plaintiffs' PAGA notices to the LWDA which  
20 occurred during the PAGA Period, and expressly excluding all other claims, including claims for  
21 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'  
22 compensation, and PAGA claims outside of the PAGA Period. Agreement at §§I(CC) and III(C).

23 25. The Parties participated in mediation with highly respected mediator, Steven J. Rottman,  
24 Esq. Mediator Rottman managed the Parties' expectations and provided a useful, neutral analysis of  
25 the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF  
26 (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs  
27 considerably against any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir.

2001) 236 F.3d 78, 85 (a “mediator’s involvement in pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and undue pressure.”).) At all times, the Parties’ negotiations were at an arm’s length, adversarial and non-collusive. In fact, despite a full day of mediated negotiations, the Parties reached an impasse and the mediation session concluded without a settlement. The matter resolved only when Mr. Rottman issued a mediator’s proposal that the Parties accepted. Mr. Rottman arrived at his proposal after hearing arguments, reviewing evidence, and evaluating the Parties’ respective claims and defenses.

26. Once the Parties agreed to the Mediator’s proposal, the Parties engaged in protracted negotiations regarding the written terms of the class action settlement. The Parties maintained the arm’s length, non-collusive and adversarial negotiations while arriving at the final terms of the Settlement. The Agreement is the final product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

27. Class Counsel conducted a very thorough investigation into the factual and legal issues in dispute. In addition to extensive informal discovery, document review, data analysis and legal research, Class Counsel also researched similar wage and hour actions. Although no two cases are identical, this research provided Class Counsel with a marker to inform settlement discussions, and ultimately, to measure this settlement against. The investigation allowed to Class Counsel to realistically assess the value of Plaintiff’s claims and intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement now before the Court.

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

29. The Total Settlement Amount of \$200,000 is well within the range of reasonable settlement for preliminary approval. To determine whether a settlement is fair and reasonable, the court

1 should “consider enough information about the nature and magnitude of the claims being settled, as  
2 well as the impediments to recovery, to make an independent assessment of the reasonableness of the  
3 terms to which the parties have agreed.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
4 116, 133.)

5 30. The Total Settlement Amount of \$200,000 is fair and reasonable in light of the nature and  
6 magnitude of the claims being settled and the various potential impediments to recovery. Prior to  
7 mediation, Class Counsel retained BCG to develop a damage model measuring Defendant’s liability  
8 exposure while accounting for the uncertainties of continued litigation. The model was informed by  
9 Class Counsel’s investigation, including the analysis of a significant sample of time and payroll data.  
10 Class Counsel projected Defendant’s liability exposure for the Settlement Class for damages and  
11 statutory penalties to be approximately \$544,248 (inclusive of interest), if successful at trial. This  
12 reflects the uncertainty regarding several of Plaintiffs’ claims, together with the uncertainty  
13 surrounding derivative liability for inaccurate wage statements and waiting time penalties. Thus, the  
14 Total Settlement Amount of \$200,000 represents approximately 36.7% of Defendant’s liability  
15 exposure for damages and penalties (including interest, but excluding PAGA penalties), as estimated  
16 by Class Counsel at the time of mediation. The following summarizes Defendants’ estimated  
17 exposure.

18 31. **Estimated Damages for Unpaid Wages:** Plaintiffs alleged that because of Defendant’s  
19 practice of requiring employees to perform work off the clock before their shift started and after their  
20 shift ended, including an off-the-clock Covid-19 screening, it failed to pay Plaintiffs and the  
21 Settlement Class Members all wages due. Based on their conversation with the Plaintiffs and other  
22 Class Members, Class Counsel assumed, for purposes of mediation, that each Class Member worked  
23 30 minutes off-the-clock and without compensation on every shift worked. Defendant denied  
24 liability and asserted that its employees were paid for all time worked. Defendant argued that  
25 employees manually recorded their own hours of work, and were paid according to their own  
26 reported time. Furthermore, Defendant argued that, even if successful, this claim resulted in only a  
27

1 few unpaid minutes per shift, and therefore minimal actual damage to the Class Members. Plaintiff  
2 estimated Defendants' exposure for this claim to be approximately **\$239,916**, including interest.

3 **32. Exposure for Wage Statement Violations and Waiting Time Penalties:** Generally,  
4 Plaintiffs allege that Defendants' aforementioned violation resulted in derivative violations of Labor  
5 Code sections 203 and 226(a). Class Counsel considered the arguable presence of various penalties  
6 and weighed the potential recoveries against probable defenses. Specifically, Defendant could argue  
7 that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Cal.  
8 Lab. Code § 203. Additionally, Defendant could argue that Plaintiff could not show that Class  
9 Members suffered an "injury" as a result of wage statement violations, as required by Cal. Lab. Code  
10 § 226. Although the Settlement Class arguably could have seen a payout of \$304,332 (\$166,982 in  
11 waiting time penalties and \$137,350 in wage statement penalties) for these penalties if Plaintiffs  
12 prevailed on every penalty claim, Plaintiffs would not recover any derivative penalties if they failed to  
13 prove the underlying claim. Moreover, Plaintiffs would have to overcome damaging precedent to  
14 prove the Class deserved the penalties. *See, e.g., Howard v. CVS Caremark Corp.*, 2014 U.S. Dist.  
15 LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class certification for the same penalty claims);  
16 *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1134-1137 (C.D. Cal. 2011) (finding insufficient  
17 evidence of bad faith or actual injury). Plaintiffs could not give the penalty claims great weight given  
18 that they depended on proving the underlying claims, which had their own risks.

19 **Defendants' PAGA Exposure:** Class Counsel's damage models also estimated Defendants'  
20 exposure for PAGA penalties arising from the aforementioned violations. At the time of mediation,  
21 Plaintiff estimated Defendants' PAGA exposure at approximately \$550,000. Under PAGA, Courts  
22 have considerable discretion to reduce the penalty award. In *Fleming v. Covidien*, 2011 U.S. Dist.  
23 LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties from \$2,800,000 to \$500,000,  
24 a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had  
25 suffered no injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code  
26 violations are established. *See also In re Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)  
27 (affirming an award of \$0 in PAGA penalties in a wage and hour class action); *In re Taco Bell Wage &*

1 *Hour Actions*, 2016 U.S. Dist. LEXIS 48557, \*40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied  
2 after trial). In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each  
3 of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.  
4 LEXIS 13126, \*10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot  
5 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor  
6 Code by the defendant."). Here, Plaintiffs would need to prove that each Aggrieved Employee suffered  
7 a violation for each pay period the employee worked. Again, Defendant raised a number of defenses  
8 that presented serious threats to the claims of the Plaintiffs and the Aggrieved Employees. Defendant  
9 asserted that their employment practices complied with all applicable Labor Laws. In all, Plaintiffs'  
10 PAGA liability exposure is hotly contested. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504  
11 (2018), illustrates the risk of PAGA claims. In *Carrington*, while the plaintiff prevailed on his PAGA  
12 claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the  
13 employer's good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal  
14 found such reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after Plaintiff actually  
15 prevailed at trial, and even then, the PAGA penalties were reduced by 90%. The proposed Settlement  
16 allocates \$10,000 to satisfy the PAGA claims. This amount represents 5% of the Gross Settlement  
17 Amount. This is well within the range *See, e.g., Nordstrom Comm'n Cases* (2010) 186 Cal.App.4th  
18 576, 589 (approving 0% PAGA allocation); *Berry v. Urban Outfitters* (N.D. Cal. Lead Case No. 13-cv-  
19 02628-JSW) (approving 1% PAGA allocation in \$5M settlement); *Jack v. Hartford Fire Ins. Co.* (S.D.  
20 Cal. 2011) 2011 WL 4899942 \* 6 (approving \$3,000 PAGA allocation in \$1.2M settlement); *Singer v.*  
21 *Becton Dickinson & Co.* (S.D. Cal. 2010) 2010 WL 2196104 \*2 (approving \$3,000 PAGA allocation  
22 in \$1M settlement); and *Hopson v. Hanesbrands, Inc* (N.D. Cal. 2009) 2009 WL 928133 \* 9 (approving  
23 \$1,500 PAGA allocation in \$1.026M settlement.)

24 **33. Inherent Risks of Continued Litigation Support Preliminary Approval:** With respect  
25 to the most immediate challenge, i.e., class certification, the risks attendant to the certification of  
26 similar wage and hour claims are demonstrated by *Donohue v. AMN Services, LLC* (2018) 29  
27 Cal.App.5th 1068 (cert granted.) In *Donohue*, Fourth District Court of Appeal affirmed Hon. Joel  
28

1 Pressman’s denial of class certification for missed meal and rest periods by call center employees. (See  
2 also *O’Conner v. Uber Technologies, Inc.* (9<sup>th</sup> Cir. 2018) 904 F.3d 1087 (decertification of wage and  
3 hour misclassification action); see also *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1,  
4 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet*  
5 *Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 (“[T]he reason, if any, that employees might not  
6 take their breaks were predominantly individualized questions of fact not susceptible to class  
7 treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of  
8 certification because employees’ declarations attesting to having taken meal and rest breaks  
9 demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores,*  
10 *L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at \*11-13 (following *Brinker* and denying certification of  
11 proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*  
12 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest  
13 period claims based on the predominance of individual issues.) Plaintiffs are confident about the  
14 strength of their claims. Nonetheless, Plaintiffs recognize that Defendant has factual and legal defenses  
15 that, if successful, would potentially defeat or substantially impair the value of Plaintiffs’ lawsuit.  
16 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,  
17 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring  
18 settlement. Finally, continuing to litigate this action would require continued and extensive resources  
19 coupled with significant Court time to proceed through trial and post-trial motions; which can often  
20 take years. Furthermore, wage and hour litigations are complex and expensive, as it often necessitates  
21 extensive expert testimony, particularly with regards to damages. But even if Plaintiffs are successful  
22 at trial, Plaintiffs are acutely aware that a judgment does not end the litigation. Plaintiffs fully expects  
23 that Defendant would appeal any favorable judgment.

24 **34.** In this matter, Class Counsel negotiated a Total Settlement Amount of \$200,000 that is  
25 roughly 36.7% of Defendant’s liability exposure for damages and penalties. Given the amount of the  
26 settlement here, as compared to potential value of the claims, offset by the various inherent risks to  
27 continued litigation, the settlement is fair and reasonable.

1           **35. The Proposed Notice Informs the Class about the Case and Settlement:** The  
2 Settlement Class is entitled to the best practical notice under the circumstances. (*Kass v. Young* (1977)  
3 67 Cal.App.3d 100, 106.) The purpose of the notice is to give class members sufficient information to  
4 decide whether they should accept the benefits offered, opt out and pursue their own remedies, or  
5 object to the settlement. (*Trotsky v. Los Angeles Fed Savings & Loan Assn.* (1975) 48 Cal. App. 3d  
6 143, 151-52.) The notice must advise class members “that they may be excluded from the class if they  
7 so request and that they will be bound by the judgment, whether favorable or not, if they do not request  
8 exclusion.” (*Kass*, 67 Cal.App.3d at 106.) In a case such as this involving a significant number of class  
9 members, California authorities generally require service of the class notice by mail or similar reliable  
10 means. (*Chance v. Super. Ct.* (1962) 58 Cal.2d 275, 290; *Cart v. Super. Ct.* (1975) 50 Cal.App.3d 960,  
11 972.)<sup>1</sup> The Parties jointly drafted the Class Notice which fairly and neutrally informs the Settlement  
12 Class of their rights and remedies in this action. The Settlement Administrator will first verify  
13 addresses, then mail the proposed Class Notice to entire Settlement Class. The Notice will include  
14 information regarding the nature of the lawsuit, a summary of the substance of the Settlement’s terms,  
15 the class definition, the procedure and time period within which to submit requests for exclusions or  
16 objections to the Settlement, the date for the final approval hearing, the formula used to calculate  
17 settlement payments, and the terms and scope of the Released Claims. Agreement at §III(L). This  
18 method was negotiated by the Parties to ensure delivering the most reasonable method of notice to the  
19 Settlement Class while ensuring cost effective administration of the Settlement. Accordingly, both the  
20 method of disseminating the Class Notice and content of the Class Notice satisfy due process and the  
21 requirements of California law.

22           **36. Class Representative Enhancement Award:** Approximately 46 members of the  
23 Settlement Class will share in the estimated \$80,333 Net Settlement Amount due entirely to the effort  
24 and commitment of Plaintiffs. Subject to Court approval, therefore, the Settlement provides for a Class

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25 <sup>1</sup> Due process does not require that each class member actually receive a notice, but rather a procedure reasonably certain  
26 to reach class members. Wright, A. Miller & M. Kane, *Federal Practice and Procedure* § 1789, at 253 (2d ed. 1986). If  
27 appropriate notice is given, class members will be bound by the judgment even if they never actually receive the notice.  
28 *Fontana v. Elrod* (7<sup>th</sup> Cir. 1987) 826 F.2d 729, 732.

1 Representative Service Award of \$7,500<sup>2</sup> for each Plaintiff. The service awards are fair and reasonable  
2 compensation for Plaintiffs' efforts bringing the action, assisting Class Counsel with the litigation and  
3 settlement, regularly conferring with Class Counsel on the status of their case and the strategies for  
4 prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair and provide  
5 adequate relief for the Settlement Class. Class Counsel on behalf of Plaintiffs will file a formal motion  
6 for the negotiated Class Representative Service Award once preliminary approval of the Settlement is  
7 granted. Plaintiffs respectfully submit that the above showing is sufficient for preliminary approval of  
8 the negotiated Class Representative Service Award.

9 **37. Class Counsel Award:** Class Counsel took this matter on a contingency fee basis and  
10 invested significant time and expense successfully prosecuting Plaintiffs' claims. As discussed *supra*,  
11 the estimated average Individual Settlement Share illustrates the demonstrably positive outcome for  
12 the Settlement Class Members. The Agreement provides for a Class Counsel Award in the amount of  
13 one-third of the Total Settlement Amount and litigation costs and expenses not to exceed \$20,000.  
14 Agreement at §III(M)(10). In light of the positive outcome for the Settlement Class, and in light of  
15 the supporting authority, the proposed Class Counsel award is fair and reasonable.

16 **38.** Class Counsel are experienced in prosecuting class action lawsuits and can competently  
17 represent the Class. Attorneys from Class Counsel's firms have extensive class litigation experience,  
18 handling a number of class action and complex commercial cases and have acted both as counsel and  
19 as lead and co-lead counsel in a variety of these matters. Class Counsel have successfully prosecuted  
20 and obtained significant recoveries in numerous class action lawsuits and other lawsuits involving  
21 complex issues of law and fact. Class Counsel have collectively been involved as class counsel in over  
22 two hundred class action matters, including many wage and hour class actions. Class Counsel has been  
23 found to be adequate counsel by the courts throughout California. A true and correct copy of Zakay

24 <sup>2</sup> The amount of the requested enhancement payment-\$7,500-is reasonable by reference to the amounts that California courts (both federal  
25 and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Guerrero v. R.R. Donnelley & Sons Co.*,  
26 No. RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*,  
27 No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l*  
*Holdings, Inc.*, No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon*  
*Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement  
payment).

1 Law Group, APLC's resume is attached hereto as Exhibit #2. JCL Law Firm, APC's qualifications can  
2 be found in the concurrently filed Declaration of Jean-Claude Lapuyade, Esq. Thus, the adequacy  
3 requirement is satisfied. Plaintiffs will file a formal motion for the negotiated Class Counsel Award  
4 once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the above  
5 showing is sufficient for preliminary approval of the negotiated attorneys' fees

6 **39. Provisional Certification for Settlement Purposes:** For the purpose of Settlement,  
7 Plaintiffs contend, and Defendant does not dispute, that provisional certification of the Settlement  
8 Class is appropriate:

- 9 a. Generally, the proposed Settlement Class consists of all of Defendant's current and  
10 former California truck drivers during the Class Period. Defendant's records show  
11 that the Settlement Class Members consists of approximately 46 individuals, making  
12 joinder of all Settlement Class Members impracticable. Further, because all  
13 Settlement Class Members are Defendant's current and former employees, the class  
14 is readily ascertainable from Defendant's regular business records, i.e., payroll  
15 records.
- 16 b. The California statutes relating to each of Plaintiff's claims apply with equal force  
17 and effect to the entire Settlement Class. Factually, Defendant's policies and practices  
18 apply class-wide and Defendant's liability can be determined by facts common to all  
19 members of the class. The wage and hour issues are both numerous and substantial,  
20 and a class action is the most advantageous method of dealing with the claims of the  
21 Settlement Class.
- 22 c. Plaintiffs' wage and hour claims are typical of the proposed Settlement Class because  
23 they arise from the same facts and are based on the same legal theories applicable to  
24 the other Class Members. Likewise, Plaintiffs' interests are entirely coextensive with  
25 the interests of the Settlement Class. Plaintiffs allege that they were injured by the  
26 same company-wide practices to which the proposed Settlement Class was subject  
27 and seeks the same relief. Plaintiffs have already demonstrated their ability to

1 advocate for the interests of the Settlement Class by initiating this litigation,  
2 undertaking extensive class discovery, and evaluating the proposed settlement to  
3 assure that it is fair.

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

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

16 **40. Compliance with Labor Code §§2689.** On January 5, 2023, the LWDA has been  
17 provided notice of this motion and the PAGA settlement. (See Exhibit 3).

18  
19 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
20 true and correct. Executed this 5<sup>th</sup> day of January, 2023, at San Diego, California.

21  
22  
23 By:   
24 Shani O. Zakay

# **EXHIBIT 1**

**ZAKAY LAW GROUP, APLC**

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**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]

**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

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

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

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

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

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiffs, the LWDA and the State of California release the Defendant from the PAGA Released Claims for the PAGA Period.

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

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

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

16  
17 Thus, notwithstanding the provisions of section 1542, and to implement a full and  
18 complete release and discharge of the Defendant, Plaintiffs expressly acknowledge  
19 this Settlement Agreement is intended to include in its effect, without limitation, all  
20 claims Plaintiffs does not know or suspect to exist in Plaintiffs' favor at the time of  
21 signing this Settlement Agreement, and that this Settlement Agreement contemplates  
22 the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs have read this  
23 Settlement Agreement, including this waiver of California Civil Code section 1542,  
24 and that Plaintiffs have consulted with or had the opportunity to consult with counsel  
25 of Plaintiffs' choosing about this Settlement Agreement and specifically about the  
26 waiver of section 1542, and that Plaintiffs understand this Settlement Agreement and  
27 the section 1542 waiver, and so Plaintiffs freely and knowingly enter into this  
28 Settlement Agreement. Plaintiffs further acknowledge that Plaintiffs later may

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

9  
10 Notwithstanding this paragraph and/or any other language in this Agreement to the  
11 contrary, nothing in this Agreement including this paragraph and its section 1542  
12 waiver, shall act as, or be construed as, a release by Plaintiff Rodriguez of any  
13 claims for injuries and losses from the on-the-job injury that occurred between May  
14 12, 2016 through October 2, 2020, including claims for workers compensation  
15 benefits claimed due to him by Defendant in his pending Workers' Compensation  
16 Injury Claim (Workers' Compensation Case Number ADJ14785897). Plaintiff  
17 Rodriguez has not filed, and agrees that he will not file a claim under Labor Code  
18 section 132a against Defendant for discrimination and any related workers'  
19 compensation claim made pursuant to Section 132a based on his employment with,  
20 and/or separation from, Defendant.

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

- 23 1. The Court enters an order granting preliminary approval of the Settlement;
- 24 2. The Court enters an order granting final approval of the Settlement and a Final  
25 Judgment;
- 26 3. If an objector appears at the final approval hearing, the time for appeal of the  
27 Final Judgment and Order Granting Final Approval of Class Action  
28 Settlement expires; or, if an appeal is timely filed, there is a final resolution of

any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

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

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

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

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

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

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

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, the

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

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

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

1 the acknowledging party of the tax treatment or tax structure of any transaction,  
2 including any transaction contemplated by this Agreement.

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

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

26 L. Notice Procedure.

27 1. Class Data. No later than ten (10) business days after the Preliminary  
28 Approval Date, Defendant shall provide the Settlement Administrator with the

1 Class Data for purposes of preparing and mailing Notice Packets to the Class  
2 Members.

3 2. Notice Packets.

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

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

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

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

1 Defendant will request that the currently employed Class Member provide a  
2 corrected address and transmit to the Administrator any corrected address  
3 provided by the Class Member. Class Members who received a re-mailed  
4 Notice Packet shall have their Response Deadline extended fifteen (15) days  
5 from the original Response Deadline.

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

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

23 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
24 Packet shall state that Class Members who wish to exclude themselves from  
25 the Settlement must submit a signed copy of a request for exclusion to the  
26 Settlement Administrator by the Response Deadline. The request for  
27 exclusion will not be valid if it is not timely submitted, if it is not signed by  
28 the Class Member or their legal representative, or if it does not contain the

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

- 22 8. Objections. The Notice of Class Action Settlement contained in the Notice  
23 Packet shall state that Class Members who wish to object to the Settlement  
24 may submit to the Settlement Administrator a written statement of objection  
25 (“Notice of Objection”) by the Response Deadline. The postmark date of  
26 mailing shall be deemed the exclusive means for determining that a Notice of  
27 Objection was served timely. The Notice of Objection must be signed by the  
28 Settlement Class Member and any legal representative and state: (1) the case

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

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

18 1. Individual Settlement Payments. Individual Settlement Payments shall be  
19 paid from the Net Settlement Amount and shall be paid pursuant to the  
20 formula set forth herein. Using the Class Data, the Settlement Administrator  
21 shall add up the total number of Workweeks for all Class Members. The  
22 respective Workweeks for each Class Member will be divided by the total  
23 Workweeks for all Class Members, resulting in the Payment Ratio for each  
24 Class Member. Each Class Member's Payment Ratio will then be multiplied  
25 by the Net Settlement Amount to calculate each Class Member's estimated  
26 Individual Settlement Payments. Each Individual Settlement Payment will be  
27 reduced by any legally mandated employee tax withholdings (e.g., employee  
28 payroll taxes, etc.). Individual Settlement Payments for Class Members who

1 submit valid and timely requests for exclusion will be redistributed to  
2 Settlement Class Members who do not submit valid and timely requests for  
3 exclusion on a pro rata basis based on their respective Payment Ratios.

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

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

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

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

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

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

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

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

1 Settlement check has not been cashed within one hundred and eighty (180)  
2 days, all funds represented by such uncashed checks, plus any interest accrued  
3 thereon, shall be transmitted to the Controller of the State of California to be  
4 held pursuant to the Unclaimed Property Law, California Civil Code § 1500  
5 *et seq.*, in the names and corresponding amounts associated with each Class  
6 Member and/or Aggrieved Employee whose check(s) are cancelled.

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

1 Class Representative Service Awards. The Class Representative Service  
2 Awards shall be in addition to Plaintiffs' Individual Settlement Payment as a  
3 Settlement Class Member. Approval of this Settlement shall not be  
4 conditioned on Court approval of the requested amount of the Class  
5 Representative Service Award. In the event that the Court reduces or does not  
6 approve the requested Class Representative Service Award, Plaintiffs shall not  
7 have the right to revoke the Settlement, and it will remain binding.

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

25 11. PAGA Settlement. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall  
26 be allocated from the Gross Settlement Amount for settlement of claims for  
27 civil penalties under the Private Attorneys General Act of 2004 ("PAGA  
28 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 Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of

1                   timely requests for exclusion, the number of objections received, the amount  
2                   of the average Individual Settlement Payment and highest Individual  
3                   Settlement Payment, the Settlement Administration Costs, and any other  
4                   information as the Parties mutually agree or the Court orders the Settlement  
5                   Administrator to provide.

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

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

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

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

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

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

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

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

liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/their own attorney's fees and costs.

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

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

DATED: Nov 10, 2022

  
Pedro Rodriguez (Nov 10, 2022 13:15 PST)  
PEDRO RODRIGUEZ

DATED: Nov 10, 2022

  
Jose Garcia (Nov 10, 2022 10:51 PST)  
JOSE GARCIA

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

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

FERMA GREENBOX, INC.

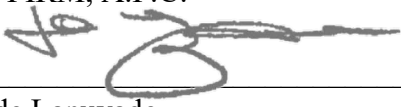
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: November 10, 2022

JCL LAW FIRM, A.P.C.

By:   
Jean-Claude Lapuyade

Attorneys for Plaintiffs and the Settlement Class  
Members

DATED: November 10, 2022

ZAKAY LAW GROUP, APLC

By:   
Shani O. Zakay

Attorneys for Plaintiffs and the Settlement Class  
Members

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

SWEENEY MASON LLP

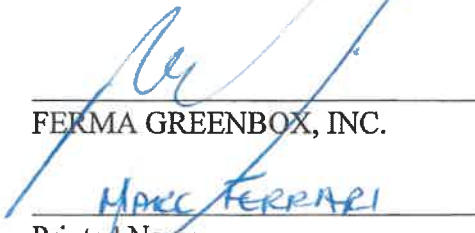
By: \_\_\_\_\_  
Roger M. Mason

Attorneys for Defendant

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

DATED: 11/10/2022

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

MARC FERRERI  
\_\_\_\_\_  
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: 11/10/2022

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 Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                        |
| <b>Object</b>                                                       | <p>You may write to the Court about why you believe the settlement should not be approved or you may appear at the final hearing on [INSERT DATE] at [INSERT TIME] 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 <<INSERT PRELIMINARY APPROVAL DATE>>. 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. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (\$66,666.66) and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00 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 << [REDACTED] >> Workweeks worked during the Class Period (May 21, 2017 to September 30, 2022).

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> 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 << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after re-mailed Notice].

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

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

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final

judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780. 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 \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Rodriguez v. 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 \_\_\_\_\_.** The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

### **Class Counsel:**

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

### **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)

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on \_\_\_\_\_, at the 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 \_\_\_\_\_.

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 the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the names and corresponding amounts associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled.

# **EXHIBIT 2**

**Zakay Law Group, APC**  
**5440 Morehouse Drive, Suite 3600**  
**San Diego, CA 92121**  
**Telephone: (619) 892-7095**  
**Fax: (858) 404-9203**

**1. Firm Practice Areas:**

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

**2. Attorney Shani O. Zakay Biography:**

• **PRACITCE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)  
United States District Court for the Southern & Central Districts of California

• **PROFESSIONAL EXPERIENCE**

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

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

• **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *magma cum laude*, April 2011

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

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

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

**SAN DIEGO STATE UNIVERSITY**, San Diego, CA

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

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

- **COMMUNITY SERVICE**

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

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

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

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

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

- **PROFESSIONAL EXPERIENCE**

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

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

- **EDUCATION**

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

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

Academic Achievement Awards: Advanced Prosecution Function.

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

**UNIVERSITY OF CALIFORNIA, RIVERSIDE**, Riverside, CA  
Bachelor of Arts: Political Science, English Literature, June 2015

*Honors:* Dean's List

4. **Attorney Julicann Alvarado Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA  
Associate, January 2022 – present

**GOMEZ TRIAL ATTORNEYS**, San Diego, CA  
Trial Attorney, January 2021 – December 2021

- **EDUCATION**

**UNIVERSITY OF SAN DIEGO SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *cum laude*, May 2020

*Honors*: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)  
CALI Excellence for the Future Award: Legal Writing and Research I

*Activities*: President of External Affairs, Consumer Attorneys of USD  
Competing Member, USD National Mock Trial Team

**UNIVERSITY OF SOUTHERN CALIFORNIA**, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

*Honors*: Presidential Scholarship Recipient  
Dean's List: Spring 2015-Spring 2017

**5. Lead Counsel – Class Action & Representative Cases:**

**1. Hubscher v. Bodyspirit, LLC**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Diego                                |
| <b>Case No.</b> | 37-2016-00021261-CU-OE-CTL               |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**2. Henry v. InMotion Entertainment Group, LLC**

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

**3. Moore v. Zirx Transportation**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Francisco                            |
| <b>Case No.</b> | CGC-18-566655                            |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**4. Pasallo v. GSG Protective Services**

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

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

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

**6. Flores v. Plastic Express**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | BC719071                                |
| <b>Nature</b>   | Meal/Rest Break and minimum wage claims |
| <b>Status</b>   | Settled                                 |

**7. Tressler v. Spoonful Management**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Los Angeles            |
| <b>Case No.</b> | BC719405               |
| <b>Nature</b>   | Meal/Rest Break claims |
| <b>Status</b>   | Settled                |

**8. Leymaster v. Toms Sierra Company, Inc.**

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>Court</b>    | Placer                                                      |
| <b>Case No.</b> | SCV0041735                                                  |
| <b>Nature</b>   | Meal/Rest Break claims and overtime and regular rate claims |
| <b>Status</b>   | Settled                                                     |

**9. Murphy v. Rockler Retailer Group, Inc.**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | Sacramento                                                |
| <b>Case No.</b> | 34-2018-00241374                                          |
| <b>Nature</b>   | Overtime and regular rate claims and wrongful termination |
| <b>Status</b>   | Settled                                                   |

**10. Bruemmer v. Tempur Retail Stores, LLC.**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | Marin                                                     |
| <b>Case No.</b> | CIV1803646                                                |
| <b>Nature</b>   | Overtime and regular rate claims and wrongful termination |
| <b>Status</b>   | Settled                                                   |

**11. Christina Cummings v. G6 Hospitality, LLC**

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

**12. Nicolai Laguatan v. Prevent LSS**

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

**13. Lisa Ramirez v. Carefusion Resources, LLC**

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

**14. Charles Ornelas v. C&A Transportation Services**

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

**15. Luz Marin v. California Marine Cleaning**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2018-00063483-CU-OE-CTL |
| <b>Nature</b>   | Meal Break claims          |
| <b>Status</b>   | Settled                    |

**16. Christian Van Cleave v. Sunrise Senior Living Management**

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

**17. Heather McIntyre v. JRR Enterprises**

|              |            |
|--------------|------------|
| <b>Court</b> | Sacramento |
|--------------|------------|

|                 |                                    |
|-----------------|------------------------------------|
| <b>Case No.</b> | 34-2019-00251220                   |
| <b>Nature</b>   | Overtime and Meal and Rest Periods |
| <b>Status</b>   | Settled                            |

**18. Lori Phipps v. Soapy Joe's**

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

**19. Heather Broughton v. NFG San Francisco, LLC**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | San Francisco        |
| <b>Case No.</b> | CGC-19-574657        |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | Settled              |

**20. Marcos Antonios v. Interface Rehab, LLC**

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

**21. Tiffany Rodriguez v. Circle K**

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

**22. Derik Scott et al. v. Ultimate Performance**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | Los Angeles               |
| <b>Case No.</b> | 19STCV22823               |
| <b>Nature</b>   | Piece Rate Pay violations |
| <b>Status</b>   | Settled                   |

**23. Raymond Frazier v. Asa Carlton**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00036147-CU-OE-CTL |
| <b>Nature</b>   | Overtime Wages             |
| <b>Status</b>   | Settled                    |

**24. John Moreno v. Da Kitchen**

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

**25. Penny Lane v. International Aero Clubs, LLC**

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

**26. Amber Price v. DMSD Restaurants**

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

**27. Jamaal Johnson v. Volt Management Corp**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Los Angeles                   |
| <b>Case No.</b> | 19STCV16466                   |
| <b>Nature</b>   | On Duty Meal Break violations |
| <b>Status</b>   | Settled                       |

**28. Ezzat Menias v. All American Private Security**

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

**29. Mark Connor v. Ascendant Marketing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00026864-CU-OE-CTL |
| <b>Nature</b>   | Minimum Wage violations    |
| <b>Status</b>   | Settled                    |

**30. Niki Nunez v. Home Depot**

|              |             |
|--------------|-------------|
| <b>Court</b> | San Joaquin |
|--------------|-------------|

|                 |                           |
|-----------------|---------------------------|
| <b>Case No.</b> | STK-CV-406-2019-6656      |
| <b>Nature</b>   | Overtime Wages violations |
| <b>Status</b>   | In Litigation             |

**31. Alma Salazar v. Frontier Toyota**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | Los Angeles           |
| <b>Case No.</b> | 19STCV20382           |
| <b>Nature</b>   | Rest Break violations |
| <b>Status</b>   | Settled               |

**32. Josefina Garces v. Kar Auction Services**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | Los Angeles           |
| <b>Case No.</b> | 19STCV28489           |
| <b>Nature</b>   | Rest Break violations |
| <b>Status</b>   | Settled               |

**33. Madison Weiss v. Niznik Behavior**

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

**34. Jimmy Mack v. ERM Enterprises**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | Sacramento                     |
| <b>Case No.</b> | 2019-00262259                  |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

**35. Josefina Garces v. DriverDo**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 19STCV32773                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | In Litigation                            |

**36. Perseus Porras v. Tantalum Restaurant**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 19STCV31015 |

|               |                                        |
|---------------|----------------------------------------|
| <b>Nature</b> | Unpaid Wages + Missed Meal/Rest Breaks |
| <b>Status</b> | Settled                                |

**37. Dorcena Deutsch v. Scripps**

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

**38. Josalyn O'Quinn v. Laugh Factory**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 19STCV28155                             |
| <b>Nature</b>   | Regular Rate Miscalculation, Wage Theft |
| <b>Status</b>   | In Litigation                           |

**39. Nicholas Leon v. Miller Event Management**

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

**40. Aaris Watts v. TRL Systems**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> | 30-2019-01102457-CU-OE-CXC       |
| <b>Nature</b>   | Meal/Rest Breaks, Reporting Time |
| <b>Status</b>   | Settled                          |

**41. Faith Smith v. Island Pizza**

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

**42. Johnathan Roa v. Otay Mesa Sales**

|              |           |
|--------------|-----------|
| <b>Court</b> | San Diego |
|--------------|-----------|

|                 |                            |
|-----------------|----------------------------|
| <b>Case No.</b> | 37-2019-00057735-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 226      |
| <b>Status</b>   | Settled                    |

**43. Sabrina Ivon v. Sinclair Television of California**

|                 |          |
|-----------------|----------|
| <b>Court</b>    | Humboldt |
| <b>Case No.</b> | DR190699 |
| <b>Nature</b>   | Vaquero  |
| <b>Status</b>   | Settled  |

**44. Jonathan Mitchell v. Mack Trucking**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Bernardino                           |
| <b>Case No.</b> | CIVDS1928334                             |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | In Litigation                            |

**45. Curtis Edwards v. Resolve Group**

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

**46. Elena Kiseleva v. TotalMed Staffing, Inc**

|                 |                                 |
|-----------------|---------------------------------|
| <b>Court</b>    | Santa Clara                     |
| <b>Case No.</b> | 19CV354635                      |
| <b>Nature</b>   | Overtime + Meal and Rest Breaks |
| <b>Status</b>   | Settled                         |

**47. Richard Jer Vang v. Bridge Property Management**

|               |                                           |
|---------------|-------------------------------------------|
| <b>Court</b>  | Alameda                                   |
| <b>Judge</b>  | Winfred Smith                             |
| <b>Nature</b> | Off the clock work, regular rate miscalc. |
| <b>Status</b> | Settled                                   |

**48. Madison Marrero v. Stat Med**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Alameda                            |
| <b>Case No.</b> | HG19043214                         |
| <b>Nature</b>   | Unpaid Overtime + Meal/Rest Breaks |
| <b>Status</b>   | In Litigation                      |

**49. Brian Reyes v. Stowasser Buick-GMC**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 19CV06183     |

|               |         |
|---------------|---------|
| <b>Nature</b> | Vaquero |
| <b>Status</b> | Settled |

**50. Erik Foss v. Anderson Hospitality, Inc.**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Shasta                             |
| <b>Case No.</b> | 195317                             |
| <b>OPC</b>      | Wood Smith – Andrew Kleiner        |
| <b>Nature</b>   | Meal and Rest Breaks, Regular Rate |
| <b>Status</b>   | In Litigation                      |

**51. Griselda Duran v. EmployBridge**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Kern              |
| <b>Case No.</b> | BCV-20-101583     |
| <b>Nature</b>   | Regular Rate, 226 |
| <b>Status</b>   | In Litigation     |

**52. Luis Rendon v. Healthcare Investments, Inc.**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Los Angeles          |
| <b>Case No.</b> | 20STCV39775          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | In Litigation        |

**53. Richard Melead v. TVI, Inc.**

|                 |                             |
|-----------------|-----------------------------|
| <b>Court</b>    | Orange                      |
| <b>Case No.</b> | 30-2020-01140887-CU-OE-CXC  |
| <b>Nature</b>   | Regular Rate, 226 (Magadia) |
| <b>Status</b>   | Settled                     |

**54. David Spencer v. Asset Gas, Inc.**

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

**55. Thomas Haven v. California Vocations, Inc.**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Butte                               |
| <b>Case No.</b> | 20CV01514                           |
| <b>Nature</b>   | Regular Rate + Meal and Rest Breaks |
| <b>Status</b>   | In Litigation                       |

**56. Estefania Renteria v. Love's Country**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Kern          |
| <b>Case No.</b> | BCV-20-101260 |

|               |               |
|---------------|---------------|
| <b>Nature</b> | 226           |
| <b>Status</b> | In Litigation |

**57. Rachel Latin v. OneMain General Services Corp.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Stanislaus     |
| <b>Case No.</b> | CV-20-002498   |
| <b>Nature</b>   | Dart + Magadia |
| <b>Status</b>   | In Litigation  |

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

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Merced               |
| <b>Case No.</b> | #20CV-02289          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | In Litigation        |

**59. Jie Xu v. HT Multinational**

|                 |                          |
|-----------------|--------------------------|
| <b>Court</b>    | San Bernardino           |
| <b>Case No.</b> | CIV-DS2015679            |
| <b>Nature</b>   | Exempt Misclassification |
| <b>Status</b>   | In Litigation            |

**60. Yvette Molina v. Hawaiian Airlines**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | Los Angeles             |
| <b>Case No.</b> | 20STCV28079             |
| <b>Nature</b>   | Meal and Rest + Magadia |
| <b>Status</b>   | In Litigation           |

**61. Reinald Pillsbury v. T & T Restaurants CA**

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

**62. Luis de Jesus v. Guardian Angel Home Care**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00021049-CU-OE-CTL |
| <b>Nature</b>   | Piece-Rate                 |
| <b>Status</b>   | In Litigation              |

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

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 20STCV25675  |
| <b>Nature</b>   | Regular Rate |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**64. Gabriel Mendez v. Bondz, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2020-0007486 |
| <b>Nature</b>   | Piece-Rate              |
| <b>Status</b>   | In Litigation           |

**65. James Conley v. Siskiyou Forest Products**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Shasta                                  |
| <b>Case No.</b> | 195819                                  |
| <b>Nature</b>   | Regular Rate and Meal/Rest Breaks + 226 |
| <b>Status</b>   | In Litigation                           |

**66. Alex Castellanos v. Southwest Patrol**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00024905-CU-OE-CTL |
| <b>Nature</b>   | Augutus                    |
| <b>Status</b>   | Settled                    |

**67. Damien Hampton v. Pegasus Investors**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Sacramento                 |
| <b>Case No.</b> | 34-2020-00281394-CU-BT-GDS |
| <b>Nature</b>   | Unlawful Housing           |
| <b>Status</b>   | In Litigation              |

**68. Tamara Perkins v. FSEI**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | Sacramento       |
| <b>Case No.</b> | 34-2020-00287054 |
| <b>Nature</b>   | Regular Rate     |
| <b>Status</b>   | Settled          |

**69. Rodney Stovall v. Javelin Logistics Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG20075705         |
| <b>Nature</b>   | Meal / Rest Breaks |
| <b>Status</b>   | In Litigation      |

**70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | San Francisco         |
| <b>Case No.</b> | CGC-20-585787         |
| <b>Nature</b>   | Tip Pooling ; Magadia |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**71. Elias Kaser v. Aviation Consultants, Inc.**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> |                                  |
| <b>Nature</b>   | Meal / Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                          |

**72. Christopher Chacon v. Panda Motors, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIV DS2022220  |
| <b>Nature</b>   | Regular Rate   |
| <b>Status</b>   | In Litigation  |

**73. Willie Lang v. Pathways**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2019-00049969 |
| <b>Nature</b>   | Off the Clock    |
| <b>Status</b>   | In Litigation    |

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

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

**75. Daniel Jacobs v. Rush Media Company**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 20STCV32350                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Litigation                               |

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

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 20CV03573     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

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

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Los Angeles        |
| <b>Case No.</b> |                    |
| <b>Nature</b>   | Off the clock work |
| <b>Status</b>   | Settled            |

**78. Hector Avitia v. LAZ Parking**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00030133-CU-OE-CTL |
| <b>Nature</b>   | Magadia + Augustus         |
| <b>Status</b>   | Litigation                 |

**79. Sukhraj Kaur v. ACES 2020, LLC**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Contra Costa           |
| <b>Case No.</b> | C20-02482              |
| <b>Nature</b>   | Meal/Rest Breaks, 2802 |
| <b>Status</b>   | Litigation             |

**80. Boaventura v. Rei Do Gado**

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

**81. James Rachal v. ELG Metals, Inc.**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | Los Angeles                    |
| <b>Case No.</b> | 20STCV45861                    |
| <b>Nature</b>   | Meal/Rest Breaks, Regular Rate |
| <b>Status</b>   | Litigation                     |

**82. Evelyn Nwansi v. Princeton Healthcare Center, LLC**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | RG20083664                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Litigation                        |

**83. Michael Ashlock v. Advantis Medical Staffing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00022305-CU-OE-CTL |
| <b>Nature</b>   | Regular Rate               |
| <b>Status</b>   | Settled                    |

**84. Moe Popal v. Ameriprise Auto & Home Insurance**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Riverside                           |
| <b>Case No.</b> | RIC2000006                          |
| <b>Nature</b>   | Exempt/Non-Exempt Misclassification |
| <b>Status</b>   | Settled                             |

**85. Mark Williams v. Web to Door**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | San Francisco                      |
| <b>Case No.</b> | CGC-20-588382                      |
| <b>Nature</b>   | Meal and Rest Break + Regular Rate |
| <b>Status</b>   | Litigation                         |

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

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | El Dorado                 |
| <b>Case No.</b> | SC20200179                |
| <b>Nature</b>   | Meal/Rest Breaks, Seating |
| <b>Status</b>   | Settled                   |

**87. Nicolas Neutall v. Urban Alchemy**

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

**88. Courteney Arneson v. Bahn Thai, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Sacramento                        |
| <b>Case No.</b> | 34-2021-00295429                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**89. Carlos Cortez v. M & M Automotive Group, LLC.**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Alameda           |
| <b>Case No.</b> | HG21086853        |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**90. Christian Soltero v. Summit Pizza West, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00001288-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 2698     |
| <b>Status</b>   | Settled                    |

**91. Traci Pollinger v. Hoehn Motors, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00003888-CU-OE-CTL |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | In Litigation              |

**92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange                     |
| <b>Case No.</b> | 30-2021-01181315-CU-OE-CXC |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | In Litigation              |

**93. Shasta Collins v. Hilton Management, LLC**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | San Francisco     |
| <b>Case No.</b> | CGC-21-590959     |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**94. Amanda Hernandez v. Parenting Network, Inc.**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Tulare                 |
| <b>Case No.</b> | VCU287027              |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA |
| <b>Status</b>   | In Litigation          |

**95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Monterey          |
| <b>Case No.</b> | 21CV001535        |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Sacramento             |
| <b>Case No.</b> | 34-2021-00301656       |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA |
| <b>Status</b>   | In Litigation          |

**97. Gabriel Guzman Jr. v. Vulcan Materials Company**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 30-2021-00052064-CU-OE-CTL |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | In Litigation              |

**98. Pedro Rodriguez v. R.M. Parks Place, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2021-0006050 |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA  |
| <b>Status</b>   | In Litigation           |

**99. Michael Harrington v. Genesis Private Security, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | RG21105476                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**100. David Ezell v. Diab Leasing, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Sacramento                        |
| <b>Case No.</b> | 34-2021-00305329                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**101. Joe Moreno v. Rambo, LLC**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | San Francisco     |
| <b>Case No.</b> | CGC-21-590959     |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**102. Noemy Flores v. Aven Group, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Los Angeles                       |
| <b>Case No.</b> | 21STCV36642                       |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**103. Bria Ware v. Shake Shack Enterprise, LLC.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | 21CV002063                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**104. Latisha Anderson v. Barton Meyers Associates, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV43314                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**105. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | 21CV003531                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**106. Jermell Jones v. Greenlawn Funeral Homes**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Kern                                    |
| <b>Case No.</b> | BCV-21-102356                           |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**107. Chanda Young v. Breakfast Republic**

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | Los Angeles         |
| <b>Case No.</b> | 21SMCV01447         |
| <b>Nature</b>   | 2699, 201, 202, 203 |
| <b>Status</b>   | In Litigation       |

**108. Jesus Marin v. Chipotle Services, LLC.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | San Diego                         |
| <b>Case No.</b> | 37-2021-00051618                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**109. Daniel Rosas v. WSD Engineering, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | RG21086699                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**110. Isaiah Davis v. RPM Juice, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Francisco                           |
| <b>Case No.</b> | 21STCV14755                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

# **EXHIBIT 3**