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Attorneys for Plaintiff GUSTAVO ADAME

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

GUSTAVO ADAME, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

HUSTEAD'S COLLISION CENTER, INC.,
a California Corporation; and DOES 1
through 50, Inclusive.

Defendants.

Case No. 22CV018744

**DECLARATION OF SHANI O. ZAKAY IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: July 11, 2024

Time: 10:00 am

Judge: Hon. Michael Markman

Dept.: 23

Reservation ID: 685821505020

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of ZAKAY LAW GROUP, APLC (hereinafter "Class Counsel"). I am co-counsel of
5 record for Plaintiff GUSTAVO ADAME (hereinafter "Plaintiff") in this wage and hour class action
6 filed against Defendant HUSTEAD'S COLLISION CENTER, INC. (hereinafter, "Defendant").

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

9 **I. EXHIBITS**

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

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

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
18 administration submitted by Apex Class Action LLC, in the amount of \$6,800.00.

19 6. Attached hereto as **Exhibit "4"** is a true and correct copy of Zakay Law Group, APLC's
20 firm resume detailing the credentials and a summary of cases on which Counsel has been appointed
21 Class Counsel.

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Class. The relief offered by the Settlement is
26 particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
27 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Class will not

1 have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
2 denied or of Defendant prevailing at trial.

3 8. Given that there are approximately 172 Class Members who worked approximately 9,463
4 workweeks, *the average gross recovery is approximately \$857.55* (Net Settlement Amount divided by
5 Class Members).

6 9. There are approximately 127 Aggrieved Employees during the PAGA Period who
7 worked an aggregate of 5,395 PAGA Workweeks and Pay Periods.

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

13 **III. FACTS AND PROCEDURE**

14 **A. Overview of the Litigation**

15 11. Defendant is a California corporation that owns and operates automobile collision repair
16 shops in the state of California, including in Alameda County, where plaintiff worked. Plaintiff Adame
17 worked for Defendant as a non-exempt employee from 2014 through May 15, 2020. Plaintiff alleges
18 that Defendant, among other things, failed to provide compliant meal and rest periods, furnished
19 inaccurate itemized wage statements, miscalculated the regular rate of pay for purposes of paying
20 overtime compensation, and failed to reimburse employees for mandatory business expenses.
21 Throughout his employment, Plaintiff was subject to Defendant's written policies and procedures
22 contained in, among other documents, the Husted's Collision Center Meal and Rest Period Policy.

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

13. On September 29, 2022, Plaintiff Adame served Defendant and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* (“PAGA”).

14. On September 29, 2022, Plaintiff Adame filed this class action complaint in the Alameda Superior Court. The Action alleged twelve causes of action against Defendant for: (1) Retaliation in violation of Cal. Lab. Code section 1102.5; (2) Wrongful termination in violation of public policy; (3) Violation of Government Code section 12940 (Disability and Racial Discrimination); (4) Failure to provide reasonable accommodation; (5) Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*; (6) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 & 1197.1; (7) Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (8) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (9) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (10) Failure to reimburse employees for required business expenses in violation of California Labor Code section 2802; (11) Failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202 and 203; and (12) Failure to provide accurate itemized statements in violation of Cal. Lab. Code section 226.

B. Class Counsel Thoroughly Investigated the Factual and Legal Issues

15. Months before filing the Action, Class Counsel began their pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment, including his wage statements. At the conclusion of the interviews, Class Counsel determined that each Plaintiff's complaints justified further inquiry.

16. Class Counsel also requested Plaintiff's employee file from Defendants. In response, Defendants produced various documents, including but not limited to, copies of Plaintiff's employment agreements, payroll and time records. Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Plaintiff's claims that Defendants failed to, among other things, pay overtime at the correct rate, issue accurate itemized wage statements, provide compliant meal and rest periods, and pay for all time worked.

17. Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested pertinent documents and data points to evaluate Plaintiff's claims and measure Defendant's liability exposure to the Class. In response, Defendant produced, among other things, time, and payroll records for 30% of the Class, aggregate workweek and pay period data, and copies of applicable handbooks, policies, and procedures. In total, Defendant produced over 2,000 pages of documents and more than 1 million unique cells of time and payroll data.

18. Class Counsel then retained the statisticians and economists at Creal & Creal, An Accountancy Corporation, to evaluate the Class Members' payroll and time data and to calculate Defendant's liability exposure to the Class. Creal & Creal provide data analysis and damage modeling consulting services, specializing in wage and hour class actions. Creal & Creal analyzed Defendant's time and payroll data and developed various damage models that assisted Class Counsel at the time of mediation.

19. Overall, Class Counsel thoroughly investigated the claims at issue. Class Counsel (1) reviewed Plaintiffs' suitability as a putative class representatives through interviews, background investigations, and analysis of his employment files; (2) evaluated Plaintiff's potential claims; (3) researched similar wage and hour class actions; (4) analyzed time and payroll records for the Class; (5) analyzed Defendant's labor policies and practices; (6); developed comprehensive damage models which estimated Defendant's liability for purposes of settlement with the assistance of a third party damages consultant, Creal & Creal; (7) conducted telephonic interviews with many Class Members, (8) drafted the mediation brief; and (9) participated in the mediation. This investigation allowed Class Counsel to

1 fully assess the nature and magnitude of the claims being settled, and to make an independent
2 assessment of the reasonableness of the terms to which the Parties have agreed. Based on its
3 investigation of the facts, applicable law, and marketplace for similar settlements, and considering the
4 risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by
5 Defendants, Class Counsel firmly believe this Agreement to be in the best interests of the Class
6 Members. Because the Settlement's terms are fair, reasonable, and adequate.

7 **C. The Parties Settled After Mediation**

8 20. On October 24, 2023, the Parties participated in a full day mediation with Hon. Brian C.
9 Walsh (Ret.), an experienced wage and hour mediator. The mediation concluded without settlement.
10 However, the Parties continued settlement negotiations after the mediations, with the assistance of the
11 mediator. This ultimately resulted in settlement after the Parties accepted a Mediator's proposal, which
12 was memorialized in the form of a Memorandum of Understanding ("MOU") and then the Agreement.

13 21. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable
14 compromise of the claims at issue.

15 **A. The Court Should Preliminarily Approve the Proposed Class Action Settlement**

16 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by
17 Experienced Counsel.

18 22. The Parties participated in mediation with highly respected Judge Brian C. Walsh (Ret.).
19 Judge Walsh managed the Parties' expectations and provided a useful, neutral analysis of the issues and
20 risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S.
21 Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against
22 any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a
23 "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
24 proceedings were free of collusion and undue pressure.")) The Parties only reached a settlement after
25 a lengthy mediation session, further post-mediation communications involving the mediator, and after
26 both sides agreed to a Mediator's proposal, which was subsequently memorialized in a Memorandum
27 of Understanding ("MOU"). At all times, the Parties' negotiations were at an arm's length, adversarial,
28

1 and non-collusive. After reaching an agreement in the principle, the Parties drafted and negotiated a
2 long-form settlement which is the subject of the instant motion. Objectively, the Settlement terms are
3 fair, adequate and represent a reasonable compromise of the claims at issue.

4 2. Class Counsel's Thorough Investigation Provided an Objective Measurement of
5 the Settlement's Reasonableness.

6 23. As set forth in greater detail above, Class Counsel conducted a very thorough
7 investigation into the factual and legal issues in dispute. The investigation allowed Class Counsel to
8 fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery,
9 such as to make an independent assessment of the reasonableness of the terms to which the Parties have
10 agreed. Based on this investigation of the facts, applicable law, and marketplace for similar settlements,
11 and considering the risk of significant delay, uncertainty associated with litigation, and the various
12 defenses asserted by Defendant, Class Counsel firmly believes this Agreement to be in the best interests
13 of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate, the Court
14 should preliminarily approve the Settlement.

15 3. The Gross Settlement Amount Meets the Recognized Range of Reasonableness.

16 24. The Gross Settlement Amount of \$300,000.00 is fair and reasonable considering the
17 nature and magnitude of the claims being settled and the various potential impediments to recovery.
18 Prior to mediation, Class Counsel retained Creal & Creal to develop economic damage models
19 measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation.
20 The various models were informed by Class Counsel's investigation, including the analysis of a
21 significant sample of time and payroll data. Class Counsel projected Defendant's liability exposure for
22 class damages (excluding all penalties) at \$939,261.00 and Defendant's liability exposure for class
23 claims (excluding only PAGA Penalties) at \$1,998,247 dollars. Thus, the Gross Settlement Amount of
24 \$300,000.00 represents approximately 32% of Defendant's liability exposure for damages, and 15% of
25 Defendant's *class-wide* liability exposure. The following summarizes Defendant's estimated exposure.

26 (a) **Estimated Damages for Unpaid Wages due to Miscalculation of the Regular**
27 **Rate of Pay**

1 25. Plaintiffs' primary claim was that Defendant failed to calculate certain non-discretionary
2 compensation into the regular rate of pay for purposes of paying overtime, meal premiums, and
3 redeemed sick pay. Based on the review of the Class Members' time and payroll data, Creal & Creal
4 estimated Defendant underpaid the Class Members approximately \$13,453.00. Defendant vigorously
5 denied liability and asserted that all incentive compensation was either properly calculated into the
6 regular rate of pay, or was properly excluded as purely discretionary compensation.

7 **(b) Estimated Damages for Meal and Rest Period Violations**

8 26. Plaintiff also alleged that because of their rigorous work schedule, Plaintiff, Class
9 Members, and Aggrieved Employees were not able to take timely and duty-free meal and rest periods.
10 However, Plaintiff's analysis showed that Defendant's time and payroll data evidenced approximately
11 **34%** violation rate for meal periods. Defendant's dispute this analysis and suggested the violation rate
12 was significantly lower. Plaintiff utilized the same violation rate for purposes of quantifying damages
13 for rest period violations. In total, Class Counsel estimated Defendant's exposure for the meal and rest
14 claims at \$863,768.00.

15 27. Defendant argued, *inter alia*, that it provided the Class Members and Aggrieved
16 Employees with compliant meal and rest periods as evidenced by the modest violation rate. Defendant
17 also argued that they maintained facially compliant meal and rest period policies, and that any
18 purportedly omitted breaks were of an employee's own volition, particularly given the extreme
19 flexibility afforded employees in taking same. Thus, Defendant argued, any missed meal and rest
20 periods were done so voluntarily and not eligible for premium payments. In sum, Defendant argued that
21 there was no potential liability for Plaintiff's alleged meal and rest period violations and any claimed
22 violations required a highly individualized inquiry not suitable to class treatment.

23 **(c) Exposure for Expense Reimbursement Claim**

24 28. Plaintiff further alleged that Defendant required the Class to use personal cell phones to
25 receive and respond to work-related communications. California employers who require employees to
26 use their personal cellular device for work purposes must reimburse the employee for the cost incurred
27 in furnishing the device, including voice and data service. (See *Cal. Labor Code* § 2802(a), providing

1 that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred
2 by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
3 to the directions of the employer...”.) Plaintiff estimated Defendant’s exposure for this claim at \$62,040
4 or \$15 per month for each member of the Class during the Class Period.

5 **(d) Exposure for Wage Statement Violations and Waiting Time Penalties**

6 29. Plaintiff alleges that Defendant’s alleged violations resulted in derivative violations of
7 Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various
8 penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could,
9 and did, argue that Plaintiffs could not prove the “willful” prong needed to obtain waiting time penalties
10 under Labor Code section 203. Additionally, Defendant could, and did, argue that Plaintiff could not
11 show that Class Members suffered an “injury” because of wage statement violations, as required by
12 Labor Code section 226. Plaintiff estimated Defendant’s exposure for these claims to be approximately
13 \$1,058,986.00 (\$760,636.00 for Labor Code section 203 waiting time penalties and \$298,350.00 for
14 Labor Code section 226 penalties).

15 **(f) Defendant’s PAGA Exposure**

16 30. Class Counsel’s damage models also estimated Defendant’s exposure for PAGA
17 penalties. At the time of mediation, Plaintiff estimated Defendant’s PAGA exposure to be
18 approximately \$675,600.

19 31. To recover any PAGA penalties, Plaintiff would be required at trial to prove each of the
20 underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS
21 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a plaintiff cannot recover on
22 behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the
23 defendant.”). Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
24 for each pay period the employee worked. Again, Defendant raised several defenses that presented
25 serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to those
26 arguments discussed *supra*, Defendant also argued that the Court of Appeals’ decision in *Cacho v.*
27

1 *Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiffs' claims, on liability, value, and
2 manageability as to the rest period claims.

3 32. Further, Defendant paid its employees on a weekly basis rather than a bi-weekly.
4 Defendant claimed that this was for the benefit of employees. Thus, for the purpose of calculating
5 penalties, Defendant advocated reducing the number of pay periods by on a bi-weekly basis rather than
6 a weekly basis, from 52 annual pay periods, to 26 (or half), under the Court's discretionary reduction
7 power.

8 33. The proposed Settlement allocates \$20,000 to satisfy the PAGA claims. This amount
9 represents approximately 6.67% of the Gross Settlement Amount. This achieves a fair, reasonable, and
10 adequate resolution of Plaintiffs' PAGA claim. See *Moniz v. Adecco* (2021) 72 Cal.App.5th 56. Further,
11 the amount allocated to the satisfaction of Plaintiffs' PAGA claim, is well within the range of
12 reasonableness. See, e.g., *Nordstrom Comm'n Cases* (2010) 186 Cal.App.4th 576, 589 (approving 0%
13 PAGA allocation); *Berry v. Urban Outfitters* (N.D. Cal. Lead Case No. 13-cv-02628-JSW) (approving
14 1% PAGA allocation in \$5M settlement); *Jack v. Hartford Fire Ins. Co.* (S.D. Cal. 2011) 2011 WL
15 4899942 * 6 (approving \$3,000 PAGA allocation in \$1.2M settlement); *Singer v. Becton Dickinson &*
16 *Co.* (S.D. Cal. 2010) 2010 WL 2196104 *2 (approving \$3,000 PAGA allocation in \$1M settlement);
17 and *Hopson v. Hanesbrands, Inc* (N.D. Cal. 2009) 2009 WL 928133 * 9 (approving \$1,500 PAGA
18 allocation in \$1.026M settlement.).

19 4. Inherent Risks of Continued Litigation Support Preliminary Approval

20 34. With respect to the most immediate challenge, i.e., class certification, the risks attendant
21 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
22 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
23 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
24 the trial court to enter judgement in favor of the employer. See also *O'Conner v. Uber Technologies,*
25 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); see also
26 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
27 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th

1 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
2 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
3 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
4 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
5 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
6 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
7 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
8 certification of driver meal and rest period claims based on the predominance of individual issues).
9 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
10 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
11 settlement.

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

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

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

22 37. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
23 of their rights and remedies. The Settlement Administrator will first verify addresses, then mail the
24 proposed Class Notice to the entire Class. The Class Notice includes information regarding the nature
25 of the lawsuit, a summary of the substance of the Settlement’s terms, the procedure, and time within
26 which to requests for exclusions or objections to the Settlement, the date for the final approval hearing,
27 the formula used to calculate settlement payments, and the terms and scope of the Released Class
28

1 Claims. The Parties negotiated this method to ensure delivering the most reasonable method of notice
2 to the Class while ensuring cost effective administration of the Settlement.

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

4 38. The Settlement provides for an Enhancement Award of \$5,000 to Plaintiff Adame. The
5 Service Payment is fair and reasonable compensation for the Plaintiff's efforts bringing the action,
6 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on
7 the status of his case and the strategies for prosecuting the claims, reviewing the proposed Settlement
8 to ensure that its terms are fair and provide adequate relief for the Settlement Class.

9 39. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated
10 Class Representative Service Award once preliminary approval of the Settlement is granted. Plaintiff
11 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated
12 Class Representative Service Award.

13 **D. The Court Should Preliminarily Approve the Class Counsel Fees Payment and Litigation**
14 **Expenses Payment**

15 40. Class Counsel took this matter on a contingency fee basis and invested significant time
16 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
17 Individual Settlement Payments illustrates the demonstrably positive outcome for the Class.
18 Considering the positive outcome, and considering the supporting authority, the proposed Class Counsel
19 Fees Payment and Class Counsel Litigation Expenses Payment are fair and reasonable.

20 41. Plaintiff will file a formal motion for the Class Counsel Fees Payment and Class Counsel
21 Litigation Expenses Payment once preliminary approval of the Settlement is granted. Plaintiff
22 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated
23 attorneys' fees.

24 **E. Provisional Certification for Settlement Purposes Is Appropriate**

25 42. For Settlement, Plaintiff contends, and Defendant does not dispute for purposes of
26 settlement, that provisional certification of the Class is appropriate.

43. Because all members of the Class are Defendant's current and former non-exempt employees, the class is readily ascertainable from Defendant's regular business records, i.e., payroll records.

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

45. Plaintiffs' wage and hour claims are typical of the proposed Settlement Class because they arise from the same factual basis and are based on the same legal theories applicable to the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Settlement Class. Plaintiffs allege that he was injured by the same company-wide practices to which the proposed Class Members were subject to and seeks the same relief. Plaintiff has already demonstrated his ability to advocate for the interests of the Class Member by initiating this litigation, undertaking extensive informal class discovery, and evaluating the proposed settlement to assure that it is fair.

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

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

F. Class Counsel’s Experience

48. Class Counsel are also experienced with the claims at issue here, as Class Counsel previously litigated and settled similar claims in numerous other actions. Attorneys from both Class Counsel's firms have extensive class litigation experience, handling a number of class action and complex commercial cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as class counsel in over two hundred class action matters, including many wage and hour class actions. Class Counsel has been found to be adequate counsel by the courts throughout California. A true and correct copy of the Zakay Law Group, APC's firm resume is attached hereto as **Exhibit #4**. Class Counsel have been approved as experienced class counsel in both state and federal courts in California in contested class certification proceedings. Thus, the adequacy requirement is satisfied. The Settlement did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and results that could be obtained through further litigation.

49. The parties agreed to appoint the Children's Advocacy Institute, as the Cy Pres. I do not have any interest in, or relationship or connection with, the Children's Advocacy Institute. Similarly, no attorney in my firm has such interest, relationship or connection.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14th day of June 2024, at San Diego, California.

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for Plaintiff

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

GUSTAVO ADAME, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

HUSTEAD'S COLLISION CENTER, INC., a
California corporation; and DOES 1 through
50, Inclusive,

Defendants.

Case No.: 22CV018744

[Action Filed September 29, 2022]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff GUSTAVO ADAME (hereinafter “Plaintiff”), an individual, on behalf of the Settlement Class, and in his representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant HUSTEAD’S COLLISION CENTER, INC. (hereinafter “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Adame v Hustead’s Collision Center, Inc., et al.*, Alameda County Superior Court, Case No. 22CV018744, filed September 29, 2022.
- B. “Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$7,500.
- C. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the period of September 29, 2021, through March 4, 2024 (the “PAGA Period”).
- D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the actual expenses they have incurred of up to \$20,000.00.
- F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount currently estimated to be \$100,000 out of \$300,000.00. Attorneys’ fees will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

- 1 G. “Class” or the “Class Members” means all non-exempt employees who are or
2 previously were employed by Defendant and performed work in California during
3 the period of September 29, 2018, through March 4, 2024 (the “Class Period”).
- 4 H. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
5 and Shani Zakay of Zakay Law Group, APLC.
- 6 I. “Class Data” means information regarding Class Members that Defendant will in
7 good faith compile from its records and provide to the Settlement Administrator. It
8 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
9 Member’s full name; last known address; Social Security Number; start dates and
10 end dates of employment.
- 11 J. “Class Period” means the period between September 29, 2018, through March 4,
12 2024.
- 13 K. “Class Representative” shall mean plaintiff Gustavo Adame.
- 14 L. “Court” means the Superior Court for the State of California, County of Alameda
15 currently presiding over the Action.
- 16 M. “Defendant” shall mean Hustead’s Collision Center, Inc.
- 17 N. “Effective Date” means the earliest date, following entry by the Court of an order
18 and judgment finally approving this Settlement, upon which one of the following
19 have occurred: (i) if no objection is filed to the settlement and no objector appears
20 at the hearing on final approval, the date of the Court’s entry of the order granting
21 final approval, (ii) if an objection is filed to the settlement and/or an objector
22 appears at the hearing on final approval, then the earlier of the following: (a) the
23 expiration of all potential appeal periods without a filing of a notice of appeal of
24 the final approval order or judgment; (b) final affirmance of the final approval order
25 and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal
26 or denial of all such appeals (including any petition for review, rehearing, certiorari,
27

etc.) such that the final approval order and judgment is no longer subject to further judicial review.

O. “Enhancement Award” means an award in the amount of \$5,000 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

P. “Funding Date” shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement. Defendant will pay the Gross Settlement Amount to the Claims Administrator within sixty (60) calendar days of the Effective Date.

Q. “Gross Settlement Amount” means Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), which is the maximum and total amount that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of Individual Settlement Payments, Administration Costs, Attorneys’ Fees and Attorneys’ Expenses, Enhancement Award, and the PAGA Penalties and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

R. “Individual Settlement Payments” means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Attorneys’ Fees and Attorneys’ Expenses, Enhancement Award, PAGA Penalties, and Administration Costs.

T. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

- 1 U. "Operative Complaint" shall mean the Complaint on file in the Action filed on
2 September 29, 2022.
- 3 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
4 Labor Code § 2698 *et seq.*
- 5 W. "PAGA Payment Ratio" means the respective workweeks during the PAGA Period
6 for each Aggrieved Employee divided by the sum total of the workweeks for all
7 Aggrieved Employees during the PAGA Period.
- 8 X. "PAGA Workweeks," for purposes of calculating the distribution of the Aggrieved
9 Employee Payment, as defined herein, means the number of workweeks of
10 employment during the PAGA Period that each Aggrieved Employee worked in
11 California.
- 12 Y. "PAGA Period" means the period between September 29, 2021, to March 4, 2024.
- 13 Z. "PAGA Penalties" shall mean Twenty Thousand Dollars (\$20,000.00) to be
14 allocated from the Gross Settlement Amount, with 25% of the payment going to
15 the Aggrieved Employees ("Aggrieved Employee Payment") and 75% of the
16 payment going to the Labor and Workforce Development Agency ("LWDA
17 Payment"). The amount of the PAGA Penalties is subject to Court approval
18 pursuant to California Labor Code section 2699(l). Should the Court not initially
19 approve the PAGA Penalties allocation, Plaintiff shall allocate more of the Gross
20 Settlement to PAGA Penalties until such time as the Court approves the PAGA
21 Penalties. Any and all funds for PAGA Penalties shall come exclusively from the
22 Gross Settlement. Defendant shall have no obligation whatsoever to contribute any
23 additional funds for this purpose. Any reallocation of the Gross Settlement Amount
24 to increase the PAGA Penalties will not constitute grounds by either party to void
25 this Agreement, so long as the Gross Settlement Amount remains the same.
- 26 AA. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
27 Plaintiff or Defendant, individually.

1 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
2 by the sum total Workweeks for all Class Members.

3 CC. "Plaintiff" shall mean Gustavo Adame.

4 DD. "QSF" means the Qualified Settlement Fund established, designated, and
5 maintained by the Settlement Administrator to fund the Gross Settlement Amount.

6 EE. "Released Class Claims" shall mean the release from the Class Members of all
7 claims alleged in the Operative Complaint in the Action and all claims that
8 reasonably could have been alleged based on the facts and/or theories pled in the
9 Operative Complaint, including claims for: unfair competition predicated on claims
10 for failure to pay minimum wages, failure to pay overtime wages, failure to provide
11 meal and rest periods, failure to reimburse business expenses, failure to pay all
12 wages due upon discharge or resignation, failure to provide accurate wage
13 statements, and regular rate violations with respect to overtime, double time, meal
14 and rest period premiums, and sick pay; and labor code violations for failure to pay
15 minimum wages; failure to pay overtime wages; failure to provide meal and rest
16 periods; failure to reimburse business expenses; failure to pay all wages due upon
17 discharge or resignation; failure to provide accurate wage statements; and regular
18 rate violations with respect to overtime, double time, meal and rest period
19 premiums, and sick pay that accrued during the Class Period. The released claims
20 include, but are not limited to, claims for wages, statutory penalties, civil penalties,
21 damages, liquidated damages, or any other relief brought under state or federal law,
22 the California Labor Code, the Fair Labor Standards Act, California Business and
23 Professions Code sections 17200 *et seq*, and/or any applicable Industrial Welfare
24 Commission Wage Order, arising from the labor code violations released herein;
25 attorneys' fees and costs; and interest that accrued during the Class Period. The
26 release expressly excludes claims for vested benefits, wrongful termination,
27 unemployment insurance, disability, social security, workers' compensation, and

class claims outside of the Class Period. The release also expressly excludes PAGA claims, which are separately released by the Aggrieved Employees hereinbelow.

FF. “Released PAGA Claims” means all claims for civil penalties, attorneys' fees, interest, costs, or any other relief under PAGA for alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 198.5, 1199, 2802, 2804, 2699.5, and all applicable Industrial Welfare Commission Wage Order(s) that arise out of or reasonably relate to the factual allegations in the operative complaint and the relevant notice letter(s) to the LWDA.

GG. “Released Parties” shall mean Defendant and each of its present, former, and future parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present members, shareholders, directors, officers, employees, agents, servants, registered representatives, insurers and attorneys.

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

II. “Settlement” means the disposition of the Action pursuant to this Agreement.

JJ. “Settlement Administrator” means APEX Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: 1-949-878-3536. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue 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.

KK. “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.

LL. “Workweeks,” for purposes of calculating the distribution of the Net Settlement Amount, means any seven (7) consecutive days beginning on Monday and ending on Sunday, in which a Class Member was employed by Defendant during the Class Period in California..

II. RECITALS

A. On September 29, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On September 29, 2022, Plaintiff filed the Action, alleging claims for:

1. Retaliation in Violation of Cal. Lab. Code § 1102.5;
2. Wrongful Termination in Violation of Public Policy;
3. Violation of Government Code § 12940—Disability and Racial Discrimination;
4. Failure to Provide Reasonable Accommodation;
5. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
6. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1);
7. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
8. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order);
9. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order);
10. Failure to Reimburse for Required Expenses (Labor Code § 2802);
11. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203);

12. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 *et seq.*);

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

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

E. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, including its policies relating to timekeeping, overtime, meal periods, rest periods, and wage statements; and time and payroll records for a sample of Class Members and Aggrieved Employees, which Class Counsel reviewed and analyzed with the assistance of an expert. Furthermore, counsel for the Parties conferred extensively concerning this information, the merits of the Parties' claims and/or defenses, and other issues relevant to reaching a settlement. Based on the same, and their own independent

1 investigation and evaluation, Class Counsel are of the opinion that the Settlement
2 with Defendant is fair, reasonable, and adequate, and is in the best interest of the
3 Settlement Class considering all known facts and circumstances, including the risks
4 of significant delay, defenses asserted by Defendant, uncertainties regarding class
5 certification, and numerous potential appellate issues. Although it denies any
6 liability, Defendant agrees to this Settlement solely to avoid the inconveniences and
7 cost of further litigation. The Parties and their counsel have agreed to settle the
8 claims on the terms set forth in this Agreement.

9 F. On October 24, 2023, the Parties participated in mediation presided over by Hon.
10 Brian C. Walsh, a well-regarded and experienced jurist and mediator who has
11 mediated many wage and hour class and PAGA actions. Though the mediation did
12 not conclude with a settlement, the Parties continued ongoing settlement
13 discussions following mediation and subsequently reached a settlement based on
14 the mediator's proposal, which was memorialized in the form of a Memorandum
15 of Understanding.

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

24 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
25 Settlement was arrived at through arm's-length negotiations, taking into account all
26 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
27 attendant to continuing the Action through trial and any appeal. Accordingly, the

Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

- I. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Enhancement Award, the Attorneys' Fees and Attorneys' Expenses, PAGA Penalties, and the Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendant estimates that there are approximately 146 Class Members who collectively worked approximately 9,250 Workweeks ("Projected Workweeks") during the Class Period. One week prior to the filing of the Motion for Preliminary Approval, Defendant will provide Class

Counsel with a declaration under penalty of perjury confirming the number of applicable Class Members and Projected Workweeks they worked during the Class Period. Should the total number of Projected Workweeks increase by more than 10% of 9,250 during the Class Period, the Gross Settlement Amount will increase proportionally for the number of Workweeks over 110% of 9,250, or the end date of the Class Period will be adjusted so that the number of Workweeks does not exceed 9,250. Defendant shall decide, in its sole and absolute discretion, which option to select. For example, if the total Workweeks in the Class Period are 115% of 9,250, the Gross Settlement Amount shall increase by 5%, or Defendant may, in its sole discretion, elect to adjust the end of the Class Period so that the number of Workweeks does not exceed 9,250.

3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator by the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

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, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period, 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.

- 1 C. Release by Plaintiff and the LWDA. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, the Plaintiff, on behalf of the LWDA and
3 the State of California release the Released Parties from the Released PAGA Claims
4 for the PAGA Period. As a result of this release, the Aggrieved Employees shall be
5 precluded from bringing claims against Defendant for the Released PAGA Claims.
- 6 D. Conditions Precedent: This Settlement will become final and effective only upon
7 the occurrence of all of the following events:
- 8 1. The Court enters an order granting preliminary approval of the Settlement;
 - 9 2. The Court enters an order granting final approval of the Settlement and a
10 Final Judgment;
 - 11 3. If an objection is filed to the settlement or an objector appears at the final
12 approval hearing, then the earlier of the following: (a) the expiration of all
13 potential appeal periods without a filing of a notice of appeal of the final
14 approval order or judgment; (b) final affirmance of the final approval order
15 and judgment by an appellate court as a result of any appeal(s), or (c) final
16 dismissal or denial of all such appeals (including any petition for review,
17 rehearing, certiorari, etc.) such that the final approval order and judgment is
18 no longer subject to further judicial review; and
 - 19 4. Defendant fully funds the Gross Settlement Amount.
- 20 E. Nullification of Settlement Agreement. If this Settlement Agreement is not
21 preliminarily or finally approved by the Court and/or the LWDA, or if the appellate
22 court fails to approve the Settlement, or if the Settlement Agreement is otherwise
23 terminated, fails to become effective, or is reversed, withdrawn or modified by the
24 Court, or in any way prevents or prohibits Defendant from obtaining a complete
25 resolution of the Released Claims, or if Defendant fails to fully fund the Gross
26 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, and the Parties shall be restored to their respective positions prior to entering into the Settlement Agreement, and no party shall be bound by any of the terms of the Settlement Agreement, including Defendant's obligation to make payments to the Settlement Class Members, the Settlement Administrator, the LWDA, Plaintiff or Class Counsel;
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;
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. Any preliminary approval order, final approval order or judgment, shall be vacated;
5. The Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding;
6. The Parties shall share the 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.

F. Defendant's Right to Rescind. If 5% or more of the Class Members submit valid, timely opt-outs of the Settlement, Defendant may, in its sole discretion, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void.

1 The Parties agree that, if Defendant rescinds the Settlement, the Settlement shall be
2 void ab initio, have no force or effect whatsoever, and that neither party will have
3 any further obligation under this Settlement Agreement. Defendant must exercise
4 this right of rescission, in writing, to Class Counsel, within thirty (30) calendar days
5 after the Settlement Administrator notifies the parties of the total number of opt-
6 outs. If the option to rescind is exercised, then Defendant is solely responsible for
7 the costs of the Settlement Administrator accrued to that point.

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

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

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

20 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
21 preliminary approval within sixty (60) calendar days of execution of this Agreement,
22 or within the statutory timeframe as determined by the Court’s setting of the
23 preliminary approval hearing, which shall include this Settlement Agreement.
24 Plaintiff will provide Defendant with a draft of the Motion at least three (3) business
25 days prior to the filing of the Motion to give Defendant an opportunity to propose
26 changes or additions to the Motion. Primary responsibility for preparing all materials
27 necessary for court approval of this Settlement shall belong to Plaintiffs.

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

19 L. Notice Procedure.

20 1. Class Data. No later than fifteen (15) calendar days after the Preliminary
21 Approval Date, Defendant shall provide the Settlement Administrator with
22 the Class Data for purposes of preparing and mailing Notice Packets to the
23 Class Members.

24 2. Notice Packets.

25 a) The Notice Packet shall contain the Notice of Class Action
26 Settlement in a form substantially similar to the form attached as

27 **Exhibit A**. The Notice of Class Action Settlement shall inform

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

- 25 b) The Notice Packet's mailing envelope shall include the following
26 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
27 ENTITLED TO PARTICIPATE IN A CLASS ACTION

1 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
2 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
3 NOTICE.”

- 4 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
5 Settlement Administrator will perform a search based on the National
6 Change of Address Database to update and correct any known or
7 identifiable address changes. No later than fourteen (14) calendar days after
8 receipt of the Class Data, the Settlement Administrator shall mail copies of
9 the Notice Packet to all Class Members via regular First-Class U.S. Mail
10 and electronic mail. The Settlement Administrator shall exercise its best
11 judgment to determine the current mailing address for each Class Member.
12 The address identified by the Settlement Administrator as the current
13 mailing address shall be presumed to be the best mailing address for each
14 Class Member.
- 15 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
16 Administrator as non-delivered on or before the Response Deadline shall be
17 re-mailed to any forwarding address provided. If no forwarding address is
18 provided, the Settlement Administrator shall promptly attempt to determine
19 a correct address by lawful use of skip-tracing, or other search using the
20 name, address and/or Social Security number of the Class Member
21 involved, and shall then perform a re-mailing, if another mailing address is
22 identified by the Settlement Administrator. Class Members who received a
23 re-mailed Notice Packet shall have their Response Deadline extended
24 fifteen (15) days from the original Response Deadline.
- 25 5. Disputes Regarding Individual Settlement Payments. Class Members will
26 have 45 days after the Settlement Administrator mails the Notice Packet ,
27 should they disagree with Defendant’s records regarding the start and end

1 dates of employment, to provide credible documentation and/or an
2 explanation to show contrary dates. In the absence of any contrary or
3 credible documentation, the Settlement Administrator is entitled to presume
4 that the Workweeks contained in the Class notice are correct so long as they
5 are consistent with the Class Data. If there is a timely dispute, the
6 Settlement Administrator will consult with the Parties to determine whether
7 an adjustment is warranted. The Settlement Administrator shall determine
8 the eligibility for, and the amounts of, any Individual Settlement Payments
9 under the terms of this Agreement. The Settlement Administrator's
10 determination of the eligibility for and amount of any Individual Settlement
11 Payment shall be binding upon the Class Member and the Parties and
12 conclusive for purposes of executing administration of this Settlement.

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

19 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
20 Packet shall state that Class Members who wish to exclude themselves from
21 the Settlement must submit a written request for exclusion to the Settlement
22 Administrator by the Response Deadline. The written request for exclusion
23 must state that the Class Member wishes to exclude himself or herself from
24 the Settlement and (1) must contain the name, address, and the last four
25 digits of the Social Security number of the person requesting exclusion; (2)
26 must be signed by the Class Member; (3) must be postmarked or fax
27 stamped by the Response Deadline and returned to the Settlement

1 Administrator at the specified address or fax telephone number; and (4)
2 contain a typewritten or handwritten notice stating in substance that he or
3 she wishes to be excluded from the settlement of the class action lawsuit
4 entitled *Adame v Hustead's Collision Center, Inc., et al*, currently pending
5 in Superior Court of California, County of Alameda, Case No.
6 22CV018744. The request for exclusion will not be valid if it is not timely
7 submitted, if it is not signed by the Class Member, or if it does not contain
8 the name and address and last four digits of the Social Security number of
9 the Class Member. The date of the postmark on the mailing envelope or fax
10 stamp on the request for exclusion shall be the exclusive means used to
11 determine whether the request for exclusion was timely submitted. Any
12 Class Member who submits a timely request for exclusion shall be excluded
13 from the Settlement Class will not be entitled to an Individual Settlement
14 Payment and will not be otherwise bound by the terms of the Settlement or
15 have any right to object, appeal or comment thereon. However, any Class
16 Member that submits a timely request for exclusion that is also a member
17 of the Aggrieved Employees will still receive his/her pro rata share of the
18 PAGA Settlement, as specified below, and in consideration, will be bound
19 by the Release by the Aggrieved Employees as set forth herein. Settlement
20 Class Members who fail to submit a valid and timely request for exclusion
21 on or before the Response Deadline shall be bound by all terms of the
22 Settlement and any final judgment entered in this Action if the Settlement
23 is approved by the Court. No Aggrieved Employee shall have the right to
24 opt out of the PAGA Penalties Settlement. No later than twenty-one (21)
25 calendar days after the Response Deadline, the Settlement Administrator
26 shall provide counsel for the Parties with a final list of the Class Members
27 who have timely submitted timely requests for exclusion. At no time shall

any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court’s permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Penalties.

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

1 1. Calculation of Individual Settlement Payments. Individual Settlement
2 Payments shall be paid from the Net Settlement Amount and shall be paid
3 pursuant to the formula set forth herein. Using the Class Data, the
4 Settlement Administrator shall add up the total number of Workweeks for
5 all Class Members. The respective Workweeks for each Class Member will
6 be divided by the total Workweeks for all Class Members, resulting in the
7 Payment Ratio for each Class Member. The Workweeks calculated by the
8 Settlement Administrator will be presumed to be correct, unless a particular
9 Class Member timely proves otherwise to Settlement Administrator with
10 credible written evidence. Each Class Member's Payment Ratio will then
11 be multiplied by the Net Settlement Amount to calculate each Class
12 Member's estimated Individual Settlement Payments. Each Individual
13 Settlement Payment will be reduced by any legally mandated employee tax
14 withholdings (e.g., employee payroll taxes, etc.). Individual Settlement
15 Payments for Class Members who submit valid and timely requests for
16 exclusion will be redistributed to Settlement Class Members who do not
17 submit valid and timely requests for exclusion on a pro rata basis based on
18 their respective Payment Ratios.

19 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
20 Class Data, the Settlement Administrator shall add up the total number of
21 PAGA Workweeks for all Aggrieved Employees during the PAGA Period.
22 The respective PAGA Workweeks for each Aggrieved Employees will be
23 divided by the total PAGA Workweeks for all Aggrieved Employees,
24 resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. The
25 Workweeks calculated by the Settlement Administrator will be presumed to
26 be correct, unless a particular Aggrieved Employee timely proves otherwise
27 to Settlement Administrator with credible written evidence. Each

Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 25% wages ("Wage Portion") and 75% penalties and pre-judgment interest ("Penalties and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Administrator.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the

1 Settlement Class Members. It is the intent of the Parties that Individual
2 Settlement Payments and individual shares of the PAGA Penalties provided
3 for in this Settlement agreement are the sole payments to be made by
4 Defendant to Settlement Class Members and/or Aggrieved Employees in
5 connection with this Settlement Agreement, with the exception of Plaintiff,
6 and that the Settlement Class Members and/or Aggrieved Employees are not
7 entitled to any new or additional compensation or benefits as a result of having
8 received the Individual Settlement Payments and/or their shares of the
9 Aggrieved Employee Payment.

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

14 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
15 Employees shall remain valid and negotiable for one hundred and eighty
16 (180) days from the date of their issuance. If a Settlement Class Member
17 and/or Aggrieved Employees does not cash his or her settlement check
18 within 90 days, the Settlement Administrator will send a letter to such
19 persons, advising that the check will expire after the 180th day, and invite
20 that Settlement Class Member and/or Aggrieved Employees to request
21 reissuance in the event the check was destroyed, lost or misplaced. In the
22 event an Individual Settlement Payment and/or Aggrieved Employees'
23 individual share of the PAGA Penalties check has not been cashed within
24 one hundred and eighty (180) days, all funds represented by such uncashed
25 checks, plus any interest accrued thereon, shall be paid to the Children's
26 Advocacy Institution, a Cy Pres Recipient, pursuant to California Code of
27 Civil Procedure section 384.

1 9. Enhancement Award. In addition to the Individual Settlement Payment as
2 a Settlement Class Member and his individual share of the Aggrieved
3 Employee Payment, Plaintiff will apply to the Court for an award of not
4 more than \$5,000.00, as the Enhancement Award. Defendant will not
5 oppose a Enhancement Award of not more than \$5,000.00 for Plaintiff. The
6 Settlement Administrator shall pay the Enhancement Award, either in the
7 amount stated herein if approved by the Court or some other amount as
8 approved by the Court, to Plaintiff from the Gross Settlement Amount no
9 later than ten (10) calendar days after the Funding Date. Any portion of the
10 requested Enhancement Award that is not awarded to the Class
11 Representative shall be part of the Net Settlement Amount and shall be
12 distributed to Settlement Class Members as provided in this Agreement.
13 The Settlement Administrator shall issue an IRS Form 1099 — MISC to
14 Plaintiff for his Enhancement Award. Plaintiff shall be solely and legally
15 responsible to pay any and all applicable taxes on his Enhancement Award
16 and shall hold harmless the Released Parties from any claim or liability for
17 taxes, penalties, or interest arising as a result of the Enhancement Award.
18 Approval of this Settlement shall not be conditioned on Court approval of
19 the requested amount of the Enhancement Award. If the Court reduces or
20 does not approve the requested Enhancement Award, Plaintiff shall not
21 have the right to revoke the Settlement, and it will remain binding.

22 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
23 Counsel will file a motion for Attorneys' Fees not to exceed one-third of
24 the Gross Settlement Amount currently estimated to be \$100,000.00 **and**
25 Attorneys' Expenses supported by declaration not to exceed Twenty
26 Thousand Dollars (\$20,000.00). Any awarded Attorneys' Fees and
27 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any

1 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that
2 are not awarded to Class Counsel shall be part of the Net Settlement Amount
3 and shall be distributed to Settlement Class Members as provided in this
4 Agreement. The Settlement Administrator shall allocate and pay the
5 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no
6 later than ten (10) calendar days after the Funding Date. Class Counsel shall
7 be solely and legally responsible to pay all applicable taxes on the payment
8 made pursuant to this paragraph. The Settlement Administrator shall issue
9 an IRS Form 1099 — MISC to Class Counsel for the payments made
10 pursuant to this paragraph. In the event that the Court reduces or does not
11 approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not
12 have the right to revoke the Settlement, or to appeal such order, and the
13 Settlement will remain binding.

- 14 11. PAGA Penalties. Twenty Thousand Dollars (\$20,000.00) shall be allocated
15 from the Gross Settlement Amount for settlement of claims for civil
16 penalties under the Private Attorneys General Act of 2004 ("PAGA
17 Penalties"). The Settlement Administrator shall pay seventy-five percent
18 (75%) of the PAGA Penalties (\$15,000.00) to the California Labor and
19 Workforce Development Agency no later than ten (10) calendar days after
20 the Funding Date (hereinafter "LWDA Payment"). Twenty-five percent
21 (25%) of the PAGA Penalties (\$5,000.00) will be distributed to the
22 Aggrieved Employees as described in this Agreement (hereinafter
23 "Aggrieved Employee Payment"). For purposes of distributing the PAGA
24 Penalties to the Aggrieved Employees, each Aggrieved Employee shall
25 receive their pro-rata share of the Aggrieved Employee Payment using the
26 PAGA Payment Ratio as defined above.

12. Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is \$7,500. The Settlement Administrator shall be paid the Administration Costs no later than ten (10) calendar days after the Funding Date.

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

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

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its

1 approval, and Judgment thereon, at the time Class Counsel files the Motion
2 for Final Approval.

3 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
4 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
5 Final Approval, including the Order Granting Final Approval of Class Action
6 Settlement, and Judgment before filing with the Court. The Parties and their counsel
7 will cooperate with each other and use their best efforts to effect the Court's approval
8 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
9 Judgment.

10 O. Notice to LWDA of Settlement. Class Counsel will comply with Cal. Lab. Code §
11 2699(l) and notify the LWDA of the Settlement, including but not limited to, all
12 Court orders and judgments related to the Settlement, within the required statutory
13 and/or Court-prescribed deadlines.

14 P. Cooperation. The Parties and their counsel will cooperate with each other and use
15 their best efforts to implement the Settlement.

16 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
17 except such proceedings necessary to implement and complete the Settlement,
18 pending the Final Approval/Settlement Fairness Hearing to be conducted by the
19 Court

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

23 S. Entire Agreement. Except for the settlement agreement between Plaintiff and
24 Defendant, which separately addresses the settlement of his individual non-wage
25 claims, this Agreement and any attached Exhibit constitute the entire Agreement
26 among these Parties, and no oral or written representations, warranties or
27 inducements have been made to any Party concerning this Agreement or its Exhibit

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

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

U. No Public Comment: The parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry or make any public communication about the fact, amount or terms of the settlement, except however that this does not prohibit disclosures required by law and/or within Plaintiff and Plaintiff's counsel and expert, Defendant and Defendant's counsel and expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. Plaintiff and Class Counsel also agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement of this Action in any manner that identifies the Defendant, including but not limited to any postings on any websites maintained by Class Counsel or any other websites, internet blogs, chatrooms or social media sites that specifically identify Defendant, case name, case number or other identifying information.

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

- 1 W. California Law Governs. All terms of this Agreement and the Exhibit and any
2 disputes shall be governed by and interpreted according to the laws of the State of
3 California.
- 4 X. Counterparts. This Agreement may be executed in one or more counterparts. All
5 executed counterparts and each of them shall be deemed to be one and the same
6 instrument provided that counsel for the Parties to this Agreement shall exchange
7 among themselves copies or originals of the signed counterparts.
- 8 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
9 Settlement is a fair, adequate and reasonable settlement of this Action and have
10 arrived at this Settlement after extensive arms-length negotiations, taking into
11 account all relevant factors, present and potential.
- 12 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain continuing
13 jurisdiction over this case under CCP Section 664.6 with respect to the
14 interpretation, implementation and enforcement of the terms of this Agreement and
15 all orders and judgments entered in connection therewith, and the Parties and their
16 counsel submit to the jurisdiction of the Court for purposes of interpreting,
17 implementing and enforcing the settlement and all orders and judgments entered in
18 connection with this Agreement.
- 19 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement
20 invalid, the Court shall first attempt to construe the provisions valid to the fullest
21 extent possible consistent with applicable precedents so as to define all provisions
22 of this Agreement valid and enforceable. Should the Court or any tribunal of valid
23 jurisdiction declare invalid or unenforceable any provision or term of this
24 Agreement, that term or provision shall be severed from the Agreement, and the
25 remaining terms and provisions shall remain in full force and effect.
- 26 BB. Waiver of Certain Appeals. Provided that Judgment is consistent with the material
27 terms and conditions of this Agreement, the Parties, their respective counsel, and all

1 Class Members who did not submit an objection or exclusion agree to waive appeals
2 and to stipulate to class certification for purposes of this settlement only.

3 CC. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not have
4 any pending lawsuits, administrative charges or complaints against Defendant or any
5 of the Released Parties, and they do not currently intend or anticipate pursuing any
6 claims against the Released Parties, including, but not limited to, any and all claims
7 relating to or arising from Plaintiffs' or any Class Member's employment, regardless
8 of whether any party or Class Counsel is currently aware of any facts or legal
9 theories upon which any claims or causes of action could be brought against
10 Released Parties, including those facts or legal theories alleged in the Operative
11 Complaint in this Action. The Parties acknowledge, understand, and agree that this
12 representation is essential to the Agreement and that this Agreement would not have
13 been entered into were it not for this representation.

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

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

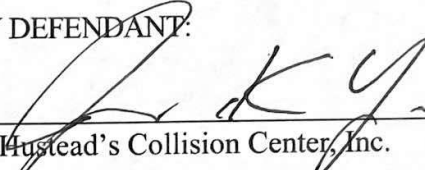
DATED: 05/13/2024


Gustavo Adame (May 13, 2024 14:27 PDT)

Gustavo Adame

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 5-15-2024


Hustead's Collision Center, Inc.

Jong (Jonathan) K. Yi
Printed Name

president
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 05/13/2024

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

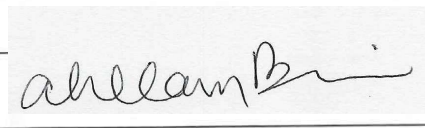
DATED: 05/13/2024

ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: 05/16/2024

By: 

Wood, Smith, Henning & Berman LLP

Attorneys for Defendant

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EXHIBIT A

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

3 *(Adame v Hustead's Collision Center, Inc., et al., Alameda County Superior Court Case No.*
4 *22CV018744)*

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment Share is << >>. Your estimated Aggrieved Employee Payment Share is << >>. See the explanation below. 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 Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Class Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. However, no Aggrieved Employee shall have the right to opt out of the PAGA Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

24
25 **1. Why did I get this Notice?**

26 A proposed class and PAGA action settlement (the "Settlement") of this lawsuit pending in the
27 Superior Court for the State of California, County of Alameda (the "Court") has been reached
28 between Plaintiff Gustavo Adame (Plaintiff") and Defendant Hustead's Collision Center, Inc.

1 (“Defendant”). The Court has granted preliminary approval of the Settlement. Defendant denies
2 any and all wrongdoing and liability whatsoever. The Court has not made any decision as to the
truth of Plaintiff’s allegations.

3 **You may be entitled to receive money from this Settlement. You have received this Class**
4 **Notice because you have been identified as a member of the Class.**

5 The Class is defined as:

6 All non-exempt employees who are or previously were employed by Defendant and
7 performed work in California during the Class Period.

8 The “Class Period” is the period of time running from September 29, 2018, through March 4, 2024.

9 The PAGA purported Aggrieved Employees are defined as:

10 All non-exempt employees who are or previously were employed by Defendant and
11 performed work in California during the PAGA period.

12 The "PAGA Period" is the period of time running from September 29, 2021, through March 4,
13 2024

14 This 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.

15 **2. What is this class action lawsuit about?**

16 On September 29, 2022, Plaintiff Gustavo Adame filed a Complaint in the Superior Court of the
17 State of California, County of Alameda, asserting causes of action for: (1) Retaliation in Violation
18 of Cal. Lab. Code § 1102.5; (2) Wrongful Termination in Violation of Public Policy; (3) Violation
of Government Code § 12940—Disability and Racial Discrimination; (4) Failure to Provide
Reasonable Accommodation; (5) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (6)
19 Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (7) Failure to Pay
Overtime Wages (Labor Code §§ 510 et seq.); (8) Failure to Provide Required Meal Periods (Labor
20 Code §§ 226.7, 512 and the applicable Wage Order); (9) Failure to Provide Required Rest Periods
(Labor Code §§ 226.7, 516 and the applicable wage order); (10) Failure to Reimburse Employees
21 for Required Expenses (Labor Code § 2802; (11) Failure to Provide Wages When Due (Labor
22 Code §§ 201, 202, 203); and (12) Failure to Provide Accurate Itemized Statements (Labor Code §
226 and 226.2 et seq.) (“Original Complaint”).

23
24
25 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the
26 Action, disputes any wages, damages and penalties claimed by the Class Representative are owed,
27 and further contends that, for any purpose other than settlement, the Action is not appropriate for
class or representative action treatment. Defendant contends, among other things, that at all times
it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On October 24, 2023, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), a jurist and mediator of wage and hour class actions. The mediation resulted in a Settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Attorneys’ Fees, Attorneys’ Expenses, Administration Costs, the LWDA Payment, Aggrieved Employee Payment, and the Enhancement Award to the Plaintiff.

After the Judgment becomes Final, Defendants 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:

- Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,500 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 an Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$100,000) and Attorneys’ Expenses of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of 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.
- Enhancement Award. Enhancement Award of up to Five Thousand Dollars (\$5,000) to Plaintiff Gustavo Adame, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A payment of \$20,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$15,000 of which will be paid to the State of

California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000 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 Attorneys' Fees, Attorneys' Expenses, the Enhancement Award, the PAGA Penalties, and the Administration Costs 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 ("Participating Class Members"). Participating Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" means the any seven (7) consecutive days beginning on Monday and ending on Sunday, in which a Class Member was employed by Defendant during the Class Period in California. The respective workweeks for each Class Member will be divided by the total workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The respective PAGA workweeks for each Aggrieved Employee will be divided by the total PAGA workweeks for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Net PAGA Amount to calculate each Aggrieved Employee's estimated share of the Net PAGA Amount.

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. Twenty-five percent (25%) of each Class Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-five percent (75%) of each Class Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' 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.

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

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

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the Operative Complaint in the Action and all claims that reasonably could have been alleged based on the facts and/or theories pled in the Operative Complaint, including claims for: unfair competition predicated on claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods, failure to reimburse business expenses, failure to pay all wages due upon discharge or resignation, failure to provide accurate wage statements, and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay; and labor code violations for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal and rest periods; failure to reimburse business expenses; failure to pay all wages due upon discharge or resignation; failure to provide accurate wage statements; and regular rate violations with respect to overtime, double time, meal and rest period premiums, and sick pay that accrued during the Class Period. The released claims include, but are not limited to, claims for wages, statutory penalties, civil penalties, damages, liquidated damages, or any other relief brought under state or federal law, the California Labor Code, the Fair Labor Standards Act, California Business and Professions Code sections 17200 et seq, and/or any applicable Industrial Welfare Commission Wage Order, arising from the labor code violations released herein; attorneys' fees and costs; and interest that accrued during the Class Period. The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class 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 Defendants 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.

The Released PAGA Claims shall be released as follows. As of the Funding Date and upon funding in full of the Gross Settlement Amount by Defendants, the Plaintiff, on behalf of the LWDA and the State of California shall release all claims for civil penalties, attorneys' fees, interest, costs, or any other relief under PAGA for alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 198.5, 1199, 2802, 2804, 2699.5, and all applicable Industrial Welfare Commission Wage Order(s) that arise out of or reasonably relate to the factual allegations in the operative complaint and the relevant notice letter(s) to the LWDA.

Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the “PAGA Release”).

5. How much will my payment be?

Defendant’s records reflect that you have << >> Workweeks worked during the Class Period (September 29, 2018, to March 4, 2024).

Based on this information, your estimated Individual Settlement Payment Share is << >>.

Defendant’s records reflect that you have << >> pay periods worked during the PAGA Period (September 29, 2021, to March 4, 2024).

Based on this information, your estimated Aggrieved Employee Payment Share is << >>.

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

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 <https://www.apexclassaction.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 Class Settlement, and you will not be bound by its terms, except as provided herein.** However, no Aggrieved Employee shall have the right to opt out of the PAGA Settlement. Thus, irrespective of whether you exclude yourself from the Class 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 [forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members]. The address for the Settlement Administrator is Apex Class Action, 18 Technology Drive, Suite 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Adame v Hustead's Collision Center, Inc., et al.*, currently pending in Superior Court of Alameda, Case No. 22CV018744. 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 [forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members], 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 must state the Class Member's name, current address, last four digits of your Social Security number, 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 *Adame v Hustead's Collision Center, Inc., et al., currently pending in Superior Court of Alameda, Case No. 22CV018744* and must be signed by the Class Member. 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 [forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC

Counsel for Defendant:

Jason C. Ross, Esq.
Ahllam H. Berri, Esq.

5440 Morehouse Drive, Suite
3600 San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive,
Suite 3600 San Diego, CA
92121
Tel: (619) 599-8292
Fax: (619) 599-8291
E-Mail: shani@zakaylaw.com

Wood, Smith, Henning &
Berman LLP
6A Liberty Street, Suite
200
Aliso Viejo, CA 92656
Tel: (949) 757-4500
Fax: (949) 757-4550
E-Mail: jross@wshblaw.com
aberri@wshblaw.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, _____, located at _____, before Judge _____. 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 able to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to *Adame v Hustead's Collision Center, Inc., et al., currently pending in Superior Court of Alameda, Case No. 22CV018744*, Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618, c/o Apex Class Action LLC,

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 or by visiting the website listed in this notice.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Children's Advocacy Institution, a Cy Pres Recipient, pursuant to California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3



Quotation Request:

Rachel Newman
Zakay Law Group, APC
rachel@zakaylaw.com
619.255.9047

Case Name:

Date:
RFP Number:

Adame v. Hustead's Collision Center, Inc.

Tuesday, February 20, 2024
90470019

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	146
Certified Language Translation:	Optional
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	146	\$219.00
USPS First Class Postage	Per Piece	\$0.68	146	\$99.28
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.15	29	\$62.78
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$37.19	1	\$37.19
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	Optional
Sub Total:				\$763.25

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$40.00	1	\$40.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$40.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	146	\$219.00
USPS First Class Postage	Per Piece	\$0.66	146	\$96.36
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.15	15	\$31.39
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	7	\$700.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$2,816.75

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$710.00

TOTAL ESTIMATED ADMINISTRATION COST:	\$5,500.00
TOTAL ESTIMATED ADMINISTRATION COST INCLUDING SPANISH TRANSLATION:	\$6,800.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 4

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA 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 District of California (all courts)

• **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, PAGA 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 Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA 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. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

- **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

6. **Attorney Rachel Newman Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, November 2023 – present

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *April 2023*

UNIVERSITY OF OREGON, Eugene, OR

Bachelor of Arts: Political Science: 2020

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

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

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

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

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

3. Moore v. Zirx Transportation

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

4. Pasallo v. GSG Protective Services

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

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

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

6. Flores v. Plastic Express

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

7. Tressler v. Spoonful Management

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

8. Leymaster v. Toms Sierra Company, Inc.

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

9. Murphy v. Rockler Retailer Group, Inc.

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

10. Bruemmer v. Tempur Retail Stores, LLC.

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

11. Christina Cummings v. G6 Hospitality, LLC

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

12. Nicolai Laguatan v. Prevent LSS

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

13. Lisa Ramirez v. Carefusion Resources, LLC

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

14. Charles Ornelas v. C&A Transportation Services

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

15. Luz Marin v. California Marine Cleaning

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

16. Christian Van Cleave v. Sunrise Senior Living Management

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

17. Heather McIntyre v. JRR Enterprises

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

18. Lori Phipps v. Soapy Joe's

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

19. Heather Broughton v. NFG San Francisco, LLC

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

20. Marcos Antonios v. Interface Rehab, LLC

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

21. Tiffany Rodriguez v. Circle K

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

22. Derik Scott et al. v. Ultimate Performance

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

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL

Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

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

25. Penny Lane v. International Aero Clubs, LLC

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

26. Amber Price v. DMSD Restaurants

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

27. Jamaal Johnson v. Volt Management Corp

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

28. Ezzat Menias v. All American Private Security

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

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL

Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

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

31. Alma Salazar v. Frontier Toyota

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

32. Josefina Garces v. Kar Auction Services

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

33. Madison Weiss v. Niznik Behavior

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

34. Jimmy Mack v. ERM Enterprises

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

35. Josefina Garces v. DriverDo

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

Status	In Litigation
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36. Perseus Porras v. Tantalum Restaurant

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

37. Dorcena Deutsch v. Scripps

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

38. Josalyn O'Quinn v. Laugh Factory

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

39. Nicholas Leon v. Miller Event Management

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

40. Aaris Watts v. TRL Systems

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

41. Faith Smith v. Island Pizza

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

42. Johnathan Roa v. Otay Mesa Sales

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

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

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

45. Curtis Edwards v. Resolve Group

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

46. Elena Kiseleva v. TotalMed Staffing, Inc

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

47. Richard Jer Vang v. Bridge Property Management

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

48. Madison Marrero v. Stat Med

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

49. Brian Reyes v. Stowasser Buick-GMC

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

50. Erik Foss v. Anderson Hospitality, Inc.

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

51. Griselda Duran v. EmployBridge

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

52. Luis Rendon v. Healthcare Investments, Inc.

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

53. Richard Melead v. TVI, Inc.

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

54. David Spencer v. Asset Gas, Inc.

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

55. Thomas Haven v. California Vocations, Inc.

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

56. Estefania Renteria v. Love's Country

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

57. Rachel Latin v. OneMain General Services Corp.

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

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

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

59. Jie Xu v. HT Multinational

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

60. Yvette Molina v. Hawaiian Airlines

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

61. Reinald Pillsbury v. T & T Restaurants CA

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

62. Luis de Jesus v. Guardian Angel Home Care

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

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

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

64. Gabriel Mendez v. Bondz, Inc.

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

65. James Conley v. Siskiyou Forest Products

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

66. Alex Castellanos v. Southwest Patrol

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

67. Damien Hampton v. Pegasus Investors

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

68. Tamara Perkins v. FSEI

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

69. Rodney Stovall v. Javelin Logistics Company

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

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787

Nature	Tip Pooling ; Magadia
Status	Settled

71. Elias Kaser v. Aviation Consultants, Inc.

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

72. Christopher Chacon v. Panda Motors, Inc.

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

73. Willie Lang v. Pathways

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

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

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

75. Daniel Jacobs v. Rush Media Company

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

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

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

Court	Los Angeles
Case No.	
Nature	Off the clock work

Status	Settled
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78. Hector Avitia v. LAZ Parking

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

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Michael Boaventura v. Rei Do Gado

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

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

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

83. Michael Ashlock v. Advantis Medical Staffing

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

84. Moe Popal v. Ameriprise Auto & Home Insurance

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

Status	Settled
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85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Settled

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

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

87. Nicolas Neutall v. Urban Alchemy

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

88. Courteney Arneson v. Bahn Thai, Inc.

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

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

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

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

91. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA

Status	Settled
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92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

93. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

94. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

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

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

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

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

97. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

98. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime

Status	Settled
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99. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

100. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

101. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

102. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

104. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

105. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA

Status	Settled
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106. Christiane Hilden v. Oakwood Village, Inc.

Court	Placer
Case No.	S-CV-0046676
Nature	PAGA
Status	Settled

107. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

108. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

109. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

110. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

111. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

112. Katsiaryna Karnachova v. INTO North America, Inc.

Court	San Diego
Case No.	37-2021-00023758-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA

Status	Settled
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113. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

114. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

115. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

116. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

117. Khozama Almahdi v. Vitamin Shoppe Industries

Court	Santa Clara
Case No.	20CV365150
Nature	PAGA
Status	Settled

118. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

119. Janelle Harris v. 7Cuts, LLC

Court	Contra Costa
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Case No.	MSC21-01375
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

120. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

121. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

122. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	Wage Statement
Status	Settled

123. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

124. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

125. Arthur Gutierrez v. Anning Company

Court	Los Angeles
Case No.	21PSCV00785
Nature	Unpaid Wages, PAGA
Status	Settled

126. Phillip Soto v. Niki Investments

Court	Orange
Case No.	30-2021-01213064-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

127. John Icabalceta v. Integrated Protection Corp.

Court	Los Angeles
Case No.	21STCV28920
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

128. Jose Garcia v. Pacific Shellfish Inc.

Court	San Diego
Case No.	37-2021-00021898-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

129. Geneva Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

130. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

131. Isabella Ruiz v. Tiwana & Sons, Inc.

Court	San Joaquin
Case No.	STK-CV-400-2021-6420
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

132. Tausha Griswold v. Savings Bank of Menocino County

Court	Mendocino
Case No.	21CV00670
Nature	Wage Statement Violations, PAGA
Status	Settled

133. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

134. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

135. Sara Chiu v. Cornish & Carey (NewMark)

Court	Alameda
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

136. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

137. Jalil Hasim v. The Davey Tree Expert Company

Court	San Francisco
Case No.	CGC-21-595544
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

138. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

139. Michelle Lee v. Aveanna Healthcare AS, LLC

Court	Santa Clara
Case No.	21CV387081
Nature	PAGA
Status	Settled

140. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

141. Lydia Wedan v. Lakeport Post Acute, LLC

Court	Lake
Case No.	CV-422113
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

142. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

143. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

144. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

145. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

146. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA

Status	Settled
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147. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

148. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

149. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

150. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

151. Tanya Ripley v. Cerner Corp.

Court	Placer
Case No.	S-CV-0045961
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

152. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

153. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773

Nature	Regular Rate of Pay
Status	In Litigation

154. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

155. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

156. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

157. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

158. Chanda Young v. Breakfast Republic

Court	San Diego
Case No.	37-2022-00005487-CU-OE-CTL
Nature	Meal/Rest Break
Status	Settled

159. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

160. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067

Nature	Various
Status	Settled

161. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

162. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

163. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

164. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

165. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay
Status	Settled

166. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

167. Halie Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861

Nature	Meal/Rest Periods
Status	In Litigation

168. Andrew Hernandez v. USGI dba Upland Group

Court	Orange
Case No.	30-2022-01250099
Nature	Augustus
Status	In Litigation

169. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

170. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

171. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

172. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

173. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

174. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159

Nature	Independent Contractor Misclassification
Status	In Litigation

175. Manuel Villa v. Trillium Pumps USA, Inc.

Court	Fresno
Case No.	22CECG01104
Nature	Rounding
Status	Settled

176. Kimberlee Califano v. Alvarado Parkway Institute Behavioral Health Systems et al.

Court	San Diego
Case No.	37-2021-00021168
Nature	Meal/Rest Break
Status	Settled

177. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

178. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

179. Manuel Fimbres et al. v. Dreamstyle Remodling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

180. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

181. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781

Nature	Meal/Rest Breaks
Status	Settled

182. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

183. Kira Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Independent Contractor Misclassification
Status	Settled

184. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

185. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate
Status	In Litigation

186. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

187. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

188. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086

Nature	Wage Statement
Status	Settled

189. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

190. Brennan Howard v. Koulox Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

191. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

192. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

193. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

194. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

195. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127

Nature	Meal/Rest Break
Status	In Litigation

196. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

197. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

198. Daniel Kennedy v. HCL America Solutions Inc. et al.

Court	San Francisco
Case No.	CGC-22-603642
Nature	Various
Status	In Litigation

199. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

200. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

201. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5
Status	Settled