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Attorneys for Plaintiff CESAR CANDO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CESAR CANDO, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ACADEMY VALET PARKING SERVICE,
INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No. 22STCV21833

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

Date: June 13, 2024

Time: 9:00 a.m.

Judge: Hon. Maren Nelson

Dept.: 17

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff CESAR CANDO (hereafter "Plaintiff" or "Class Representative") in this wage and hour class
6 action filed against Defendants Academy Valet Parking Services, Inc., and Academy Valet Parking
7 LLC (hereinafter "Defendants").

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

10 3. Attached hereto as **Exhibit "A"** is a true and correct copy of the fully executed First
11 Amended Class Action and PAGA Settlement Agreement (hereinafter "Agreement"). Attached thereto
12 as **Exhibit "1"** is a true and correct copy of the Class Notice.

13 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the conformed February 9,
14 2024, Preliminary Approval Order.

15 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the January 30, 2024, proof
16 of filing the proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit "D"** is a true and correct copy of the May 20, 2024, proof of
18 filing this motion seeking final approval of this Settlement with the LWDA.

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

22 **I. INTRODUCTION**

23 8. An objective evaluation of the proposed settlement of One Hundred Fifty Thousand
24 Dollars and Zero Cents (\$150,000.00) ("Gross Settlement Amount") confirms that the relief negotiated
25 on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of
26 informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over
27 by Hon. Brian C. Walsh (Ret.), a respected jurist and experienced mediator of wage and hour class
28 actions. After deducting any Court-approved attorneys' fees and costs, class representative incentive

1 payments, administration costs, and the payments to the Labor & Workforce Development Agency
2 (“LWDA”), the net settlement fund shall be distributed to the Settlement Class based on the number of
3 Workweeks they worked while employed by Defendants during the Class Period. *The Class greeted*
4 *news of the Settlement with unanimous approval as, at the time of the filing of this motion, all 168*
5 *Class Members chose to participate in the Settlement. There are zero opt-outs and zero objections*
6 *to the Settlement.*¹ There are zero opt-outs and zero objections to the Settlement. The unanimous
7 approval by the Settlement Class evidences the clear fairness and reasonableness of the Settlement.

8 9. This Settlement provides substantial recovery to Participating Class Members. Plaintiff
9 estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately
10 **\$58,000**. This will result in an average Individual Class Payment of **\$345.24**, a high payment of
11 **\$1,858.93**, and a low payment of **\$14.35**. Aggrieved Employees will receive an estimated average gross
12 payment of **\$18.94** and a high payment of **\$51.89**.

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

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

22 **II. OVERVIEW OF THE LITIGATION**

23 12. Defendant is a company that offers valet parking and shuttle services in the State of
24 California, Defendants provide valet parking and shuttle services throughout California, including Los
25 Angeles, where Plaintiff worked. This action asserts claims on behalf of all of Defendants’ current and
26 former non-exempt employees employed in California at any time during the Class Period. Plaintiff
27 worked for Defendants as a non-exempt employee in California from 2017 to June of 2021 as a parking
28

¹ Seventeen (17) Notices were deemed undeliverable. Apex Dec. at ¶¶ 10.

1 attendant. At all times during his employment, Plaintiff earned an hourly wage and was entitled to
2 legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours
3 worked. Throughout his employment, Plaintiff was subject to Defendants' policies and procedures.

4 13. Generally, Plaintiff claims that Defendants failed to pay for all time worked, including,
5 time spent donning and doffing and undergoing mandatory COVID-19 health questionnaires, failed to
6 provide compliant meal and rest periods, failed to pay vacation wages, failed to furnish accurate
7 itemized wage statements, and failed to pay all wages upon separation. Defendants forcefully deny
8 liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all
9 applicable employment laws and raised several other significant defenses to Plaintiff's claims, including
10 but not limited to, asserting that it paid employees for all hours worked, maintained facially compliant
11 meal and rest period policies, issued compliant wage statements, and timely paid all wages due upon
12 separation of employment.

13 14. On April 28, 2022, Plaintiff served Defendant Academy Valet Parking Service, Inc. and
14 the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA
15 Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged
16 violations of various provisions of the California Labor Code and applicable Industrial Welfare
17 Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code
18 Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA").

19 15. On July 6, 2022, Plaintiff filed a class action complaint in the Los Angeles Superior Court,
20 Case Number 22STCV21833 ("Action"). The Action alleged nine causes of action against Defendant
21 Academy Valet Parking Services, Inc. for: (1) Unfair Competition in Violation of Cal. Bus. & Prof.
22 Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages in Violation Of Cal. Lab. Code §§ 1194,
23 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510, *et seq.*; (4)
24 Failure to Provide Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7 & 512 and the
25 Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation Of Cal. Lab
26 Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized
27 Statements in Violation Of Cal. Lab. Code § 226; (7) Failure to Pay Wages When Due in Violation Of
28 Cal. Labor Code §§ 201, 202 and 203; (8) Failure to Pay Vacation Wages When Due in Violation Of

1 California Labor Code section 227.3; and (9) Violation of the Private Attorneys General Act [Labor
2 Code §§ 2698 *et seq.*].

3 16. The Parties agreed relatively early to mediate this action. In anticipation of mediation, the
4 Parties agreed to stay formal discovery. To prepare for mediation, the Parties agreed to informally
5 produce relevant documents and data points subject to the mediation privilege. Pursuant to that
6 agreement, Defendant produced a sample of the Class Members' time and payroll data along with
7 relevant policies applicable to Class Members. As discussed *infra*, Plaintiff's counsel retained Berger
8 Consulting Group to analyze Defendant's time and payroll data.

9 17. On June 23, 2023, the Parties participated in a full day mediation with retired jurist and
10 mediator Hon. Brian C. Walsh (Ret.). After arms-length negotiations and bargaining, the Parties
11 reached an agreement to settle and signed a Memorandum of Understanding. After reaching an
12 agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is
13 the subject of the instant motion.

14 **III. THE SETTLEMENT BEFORE THE COURT**

15 18. The Court preliminarily approved an initial Gross Settlement Amount of One Hundred
16 Fifty Thousand Dollars and Zero Cents (\$150,000.00) based on a total of an estimated 8,706
17 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used:
18 (1) to satisfy Individual Class Payments; (2) to satisfy the Class Representative Payment; (3) to satisfy
19 the Attorneys' Fees and Litigation Costs; (4) to satisfy the PAGA Payment; and (5) to satisfy the
20 Administration Expenses Payment incurred in this action. Class Counsel is to split the awarded
21 Attorneys' Fees 50% to the JCL Law Firm, APC, and 50% to the Zakay Law Group, APLC. Plaintiff
22 and Class Counsel have in place a contingency fee agreement wherein Plaintiff agreed to the split of
23 fees.

24 19. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
25 the class and should be granted final approval. This is evidenced by the unanimous approval of the
26 Settlement by the Settlement Class, the absence of any objections to the Settlement and the average
27 Individual Class Payment of \$345.24.

28 ///

1 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

2 **A. Class Counsel Conducted a Thorough Investigation**

3 20. Months before filing the Action, Class Counsel began their pre-filing investigation into
4 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
5 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
6 including his wage statements and handwritten timesheets. At the conclusion of the interviews and
7 review of documents, Class Counsel determined that each Plaintiff's complaints justified further
8 inquiry.

9 21. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In
10 response, Defendants produced various documents, including but not limited to, copies of Plaintiff's
11 time and payroll records. Class Counsel reviewed and analyzed the documents and determined the
12 documents appeared to substantiate Plaintiff's claim that Defendants failed to, among other things,
13 record time, pay for all time worked, issue accurate itemized wage statements, and provide compliant
14 meal and rest periods.

15 22. Considering the many anticipated factual disputes, the Parties agreed that it would be in
16 the best interest of both Parties to mediate the matter. To prepare for mediation, Defendants agreed to
17 produce a sample of time and payroll records. Class Counsel requested a sample that would provide
18 between 85% and 90% confidence factor with a margin of error equal to or less than 10%. Based on
19 this criterion, Class Counsel ultimately accepted a sample of time and payroll records for 100% of the
20 Class Members for one-third of the pay periods during the Class Period for purposes of determining
21 Defendants' liability at the time of mediation. In arriving at these statistical parameters, Class Counsel
22 prioritized fairness to the Class Members by balancing the need for a statistically meaningful sample to
23 evaluate Defendants' liability at this early stage of litigation against preserving the settlement funds for
24 distribution to the Class Members. To obtain a statistical sampling with a greater confidence
25 factor/interval with a small margin of error would have greatly increased the investigative costs in this
26 matter. Specifically, the cost associated with manually converting handwritten timesheet and payroll
27 documents would have been reimbursed from the common fund settlement thereby reducing the Net
28

1 Settlement Amount to be allocated to the Class Members. Pursuant to the Parties agreement, Defendants
2 produced hundreds of pages of time and payroll data for Class Counsel to analyze.

3 23. While Plaintiff's Counsel acknowledges that the industry standard for admissible
4 extrapolation is typically based on a confidence interval/factor of 95% with a margin of error of less
5 than 3%, courts throughout California have admitted statistical samples with a lesser confidence
6 factor/interval and a greater margin of error. See *e.g., Ratanasen v. State of California, Department of*
7 *Health and Human Service* (9th Cir. 1993) 11 F.3d 1467 (affirmed use of 3% random sample to prove
8 damages). Class Counsel ultimately determined that in this case – where Defendants failed to utilize a
9 timekeeping system and only maintained handwritten timecards – that the benefits to the Class Members
10 of a one-third random sample of time and payroll data for all of the Class Members, i.e., preserving
11 settlement funds for the Class Members, outweighed the need for manually converting handwritten
12 timecards and driving up the cost of an expert report at this stage of the litigation.

13 24. Class Counsel then retained the statisticians and economists at Berger Consulting Group
14 (“BCG”) to evaluate the Class Members’ payroll and time data. BCG provides data analysis and
15 damage modeling consulting services, specializing in wage and hour class actions. BCG’s team of
16 financial and data analysts are credentialed and experienced experts in their fields and have provided
17 their expertise on thousands of cases. Stated differently, the BCG is well-qualified to analyze
18 Defendants’ time and payroll data.

19 25. BCG analyzed Defendants’ time and payroll data to assist in the development of various
20 damage models. Among other things, BCG determined the approximate number of work shifts,
21 workweeks, pay periods, average length of shift, and average number of hours worked per workweek
22 and pay periods during the Class Period. BCG also estimated the number of meal and rest period
23 violations, the amount of unpaid wages, and the amount of off-the-clock work performed by the Class
24 Members during the Class Period.

25 26. In advance of mediation, Class Counsel created several damage models predicated on the
26 BCG analysis. Class Counsel’s models calculated Defendants’ potential liability exposure while
27 accounting for the uncertainties of continued litigation. These damage models informed and guided
28 Class Counsel during the mediated settlement discussions.

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

12 28. Class Counsel only agreed to enter the Settlement following this thorough investigation
13 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
14 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
15 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believe this
16 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
17 reasonable, and adequate, the Court should approve the Settlement.

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

19 29. On June 23, 2023, the Parties conducted a full-day mediation with Hon. Brian C. Walsh
20 (Ret.), a well-respected judge and wage and hour class action mediator. Judge Walsh helped to manage
21 the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
22 The Parties made substantial progress with Judge Walsh's assistance. Namely, the Parties exchanged
23 information regarding their respective claims and defenses, including their respective evaluations of the
24 damages. After more than eight hours of arm's length and adversarial negotiations, the mediation
25 concluded with a settlement after the Parties agreed to a Mediator's proposal. The amount of the service
26 awards was not negotiated until after the parties agreed to the Gross Settlement Amount and many other
27 terms. No action would likely have been taken by Class Members individually, and no compensation
28 would have been recovered for them, but for Plaintiff's service on behalf of the Class.

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

2 30. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
3 established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing
4 aggrieved employees and consumers throughout California in wage and hour class actions and complex
5 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
6 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq.
7 (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Andrea Amaya Silva, Esq.
8 (Associate Attorney), Tesla Stone (Paralegal), Jennifer Heming (Paralegal), Nicole Teller (Legal
9 Assistant), and Madelyn Uchiyama (Legal Assistant).

10 31. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
11 Employees. I have extensive experience with wage and hour class and representative actions litigation
12 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
13 litigation experience and complex construction product liability experience. I can, will and have
14 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
15 Employees throughout this action.

16 32. I have represented consumers and employees in California class actions, and complex
17 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
18 plaintiffs’ civil litigation attorney since April 2007.

19 33. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
20 Employees. I have extensive experience with wage and hour class and representative actions litigation
21 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
22 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “E.”** Some of the
23 major cases the Firm has undertaken are also set forth in **Exhibit “E.”**

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

26 35. Finally, I have published appellate experience in *William Blanchette et al., v. The*
27 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge*
28 *Holding Co. LLC* (2023) 92 Cal.App.5th 59.

1 36. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
2 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers,
3 Rising Star list recognizes the top 2.5% of eligible attorneys. (see
4 https://www.superlawyers.com/about/selection_process.html.)

5 **D. The Gross Settlement Amount is Fair and Reasonable**

6 37. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
7 Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100
8 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91
9 Cal.App.4th at 250. While the Gross Settlement Amount of One Hundred Fifty Thousand Dollars and
10 Zero Cents (\$150,000.00) represents a discount on Defendants’ potential exposure if Plaintiff
11 established liability on all claims and was awarded the full amount of the estimated damages at trial,
12 this compromise is reasonable because (1) the formidable defenses raised by Defendants presented a
13 risk that could award significantly less in damages than Plaintiff’s estimate and (2) any theoretical post-
14 trial recovery may require many more years of litigation, resulting in added fees and costs without any
15 guarantee of recovery for the Class.

16 38. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
17 reasonable considering the nature and magnitude of the claims being settled and the various potential
18 impediments to recovery. Class Counsel developed varied economic damages models measuring
19 Defendant’s liability exposure while accounting for the uncertainties of continued litigation. The
20 various models were informed by Class Counsel’s investigation, including the analysis of a significant
21 sample of time and payroll data. As detailed in greater depth during the preliminary approval process,
22 Class Counsel projected a range of Defendants’ liability exposure for the claims asserted on behalf of
23 the Settlement Class. The Gross Settlement Amount represents between approximately 11.31% to
24 28.74% of Defendants’ *class-wide* liability exposure as estimated by Class Counsel at the time of
25 mediation.

26 39. Clearly the goal of this litigation to obtain redress for the class has been met by this
27 Settlement. Given the amount of the Settlement, the risks of litigation and the arm’s length negotiations
28

1 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
2 approval.

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

4 40. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
5 ignore the asserted defenses. If successful on any one its defenses, Defendants could defend the action
6 or, at least, drastically undercut Plaintiff's claims.

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

26 42. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
27 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
28

1 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
2 drastically affect the value of Plaintiff's claims and, in fact, already has.

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

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

22 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

23 45. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of
24 \$5,000 which is 3.3% of the Gross Settlement Amount. As illustrated above, this amount falls well
25 within the range of approved PAGA Payments. Seventy-five percent (75%) of the PAGA Payment
26 (\$3,750) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%)
27 of the PAGA Payment (\$1,250) to be distributed to the Aggrieved Employees (the "Individual PAGA
28 Payment"), which is within the range of PAGA penalties approved by courts and should be approved.

1 46. Further on September 28, 2023, Class Counsel gave the LWDA notice of this Settlement
2 and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval
3 with the LWDA. On May 20, 2024, Plaintiff gave the LWDA notice of this motion seeking final
4 approval of this settlement.
5

6 I declare under the penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed this 20th day of May 2024, at San Diego, California.
8

JCL LAW FIRM, APC

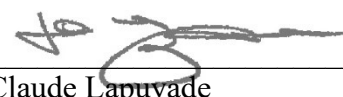
9 By: 
10 Jean-Claude Lapuyade

EXHIBIT A

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Cesar Augusto Cando (“Plaintiff”) and Defendants Academy Valet Parking Service, Inc., and Academy Valet Parking LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Cesar Cando v. Academy Valet Parking Service, Inc., et al.*, Case Number 22STCV21833, initiated on July 6, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt, hourly paid employees who worked for Defendants Academy Valet Parking Service, Inc. and/or Academy Valet Parking LLC in California at any time during the PAGA Period.
- 1.5. “Attorneys’ Fees and Litigation Costs” means ” the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, and all post-Settlement compliance procedures, in an amount of up to one-third (1/3) of the Gross Settlement Amount. The Attorneys’ Fees Payment shall be divided between Class Counsel as follows: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.
- 1.6. “Class Counsel” means Jean Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.
- 1.7. “Class” shall mean all current and former non-exempt, hourly paid employees who worked for Defendants Academy Valet Parking Services, Inc., and/or Academy Valet Parking LLC in California at any time during the Class Period.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession that Defendants will provide to the Administrator. To the extent available, the Class Data shall include the Class Member’s full name, last-known mailing address, Social Security number, telephone number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court-approved Notice of Class Action Settlement in a form substantively similar to Exhibit A, to be mailed to Class Members, in English and Spanish, informing them of the settlement, including their rights to request exclusion or to object to the Settlement, the right to dispute their estimated workweeks/ or their estimated payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing.
- 1.12. “Class Period” means the period commencing July 6, 2018, through June 23, 2023.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as Class Representative.
- 1.14. “Class Representative Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendants” means Defendants Academy Valet Parking Service, Inc. and Academy Valet Parking LLC.
- 1.17. “Defense Counsel” means Landegger Verano & Davis, ALC.
- 1.18. “Effective Date” means the date by when both of the following have occurred:
- (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from

the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Funding Date” means the date on which Defendants shall fully fund the Gross Settlement Amount with the Administrator.
- 1.23. “Gross Settlement Amount” means One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Attorneys’ Fees and Litigation Costs, Class Representative Payment, and the Administrator’s Expenses.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid request for exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Payment, Class Representative Payment, Attorneys’ Fees and Litigation Costs, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period between April 28, 2021 through June 23, 2023.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means Plaintiff’s April 28, 2022, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Payment” means Five Thousand Dollars and Zero Cents (\$5,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250.00) and the 75% to LWDA (\$3,750.00) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiff” means Cesar Augusto Cando, the named Plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42. “Released Parties” means Defendant Academy Valet Parking Service, Inc., Academy Valet Parking LLC, and each of their former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. "Response Deadline" means forty-five (45) days after the Administrator mails Notice

to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1. On April 28, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendants.

2.2. On July 6, 2022, Plaintiff filed a Class and Representative Action Complaint alleging nine (9) causes of action against Defendants for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 et seq; (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 et seq; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (7) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (8) Failure to pay vacation wages when due in violation of California Labor Code section 227.3; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.4. On June 23, 2023, the Parties participated in an all-day mediation presided over by Hon. Brian C. Walsh (Ret.), a retired jurist and mediator of wage and hour class and representative actions, which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, written policies, the number of comparable employees, the number of workweeks, the number of pay

periods, average rates of pay, sample timekeeping records, and sample payroll records for the Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 2.6. The Court has not granted class certification.
- 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Payment to the Class Representative of not more than \$10,000.00. Defendants will not oppose Plaintiff's request for a Class Representative Payment that does not exceed this amount. As part of the motion for Attorneys' Fees and Litigation Costs, Plaintiff will seek Court approval for any Class Representative Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Payment.
 - 3.2.2. To Class Counsel: Attorneys' Fees of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Fifty Thousand Dollars and Zero Cents (\$50,000) and a Litigation Costs of up to Twenty Thousand

Dollars and Zero Cents (\$20,000.00). Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Attorneys' Fees and Litigation Costs no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a payment for Attorneys' Fees and/or Litigation Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Attorneys' Fees and/or Litigation Costs. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Litigation Costs and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: The Administration Expenses Payment not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) except for a showing of good cause and as approved by the Court. Defendants will not oppose requests for these payments provided that do not exceed this amount. To the extent the Administration Expenses are less or the Court approves payment less than \$7,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks worked during the Class Period.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain

amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00) allocated to the LWDA Payment and 25% (\$1,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment (\$1,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendants estimate that there are 169 Class Members who collectively worked a total of 8,076 Workweeks, and 68 Aggrieved Employees who worked a total of 1,359 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator in two (2) installments as follows:
- 4.3.1. Defendants shall pay the first installment of \$75,000.00 by June 23, 2024, or 30 days after the Court's Final Approval of the Settlement, whichever date comes later.
 - 4.3.2. Defendant shall pay the second installment of \$75,000.00 by September 23, 2024, or within 120 days after the Court's Final Approval of the Settlement, whichever date comes later.
 - 4.3.3. If Defendants fail to timely transfer the funds as set forth in this Agreement, Defendants shall have fourteen (14) calendar days from the last day the payment is due to cure the untimely payment. Defendants shall transmit the funds pursuant to the Settlement Administrator's electronic transfer instructions. Defendants' payment obligations with respect to the Gross Settlement Amount, Defendants' share of payroll taxes, and any cure payment shall be met upon initiating the electronic transfer of funds to the Administrator, pursuant to the Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Attorneys' Fees and Litigation Costs, and the Class Representative Payment. Disbursement of the Attorneys' Fees and Litigation Costs and the Class Representative Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using

the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds thereby leaving "no residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b)..
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the Funding Date, Plaintiff, Participating Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or reasonably could have been alleged in the Operative Complaint that arose during the Class Period including the following claims: (a) failure to pay minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and maintain required records; (f) failure to timely pay all wages due during employment; (g) failure to timely pay all wages due upon separation of employment; (h) failure to pay all sick wages owed; (i) failure to pay all vacation wages owed; (j) failure to reimburse for necessary business expenses; (k) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (l) violation of or claims under the following sections of the California Labor Code, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804; and (m) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law, but expressly excluding PAGA penalties separately released hereinbelow. . Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,

social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3 Release by Aggrieved Employees: As of the Funding Date, all Aggrieved Employees, regardless of whether they are Participating Class Members or non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Defendants' Declaration in Support of Preliminary Approval. Within thirty (30) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach,

defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixty (60) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class

Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 Any funds allocated to Class Members who opted out will be added to the Net Settlement Amount for distribution to the Participating Class Members.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Attorneys' Fees and Litigation Costs and/or Class Representative Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Attorneys' Fees and Litigation Costs and Class Representative Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List, the high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, (1) there are 169 Class Members and 8,076 Total Workweeks during the Class Period and (2) there are 68 Aggrieved Employees who worked 1,359 Pay Periods during the PAGA Period. If the actual number of Workweeks in the Class Period exceeds by more than 10% (i.e., by more than 807 Workweeks), Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by Class Members above 10%. In other words, if the excess is 12%, the increase will be 2%, and if the excess is 10% or lower, the increase will be zero (0%). Alternatively, Defendants may, at its sole discretion, opt to cut off the Class and PAGA Periods when 8,076 class Workweeks are reached in lieu of additional payments.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses Payment incurred to that point. Defendants must notify Class Counsel and the Court

of its election to withdraw not later than seven (7) days within learning this information; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Payment, Attorneys’ Fees and Litigation Costs and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys’ Fees and Litigation Costs reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the

Net Settlement Amount.

- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserves the right to contest certification of any class for any reasons, and Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. 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).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this

Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties will work together expeditiously to obtain preliminary and final approval of this settlement.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this

Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

To Defendants:

LANDEGGER VERANO & DAVIS
15760 Ventura Blvd., Suite 1200
Encino, CA 91436
T: 818-986-7561
F: 818-986-5147

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 01/15, 2024

Cesar Cando
Cesar Cando (Jan 15, 2024 14:40 PST)

Plaintiff Cesar Cando

Dated: January 16, 2024



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: January 16, 2024



Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS:

Dated: _____, 2024

For Defendant
Academy Valet Parking Service, Inc.

Dated: _____, 2024

For Defendant
Academy Valet Parking LLC

Dated: _____, 2024

Roxana Verano
Landegger Verano & Davis
Attorney for Defendant

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: _____, 2024

Plaintiff Cesar Cando

Dated: _____, 2024

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: _____, 2024

Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS:

Dated: 1/19/2024, 2024

DocuSigned by:
Oscar Moreno
0789261991744F3...

For Defendant
Academy Valet Parking Service, Inc.

Dated: 1/19/2024, 2024

DocuSigned by:
Oscar Moreno
0789261991744F3...

For Defendant
Academy Valet Parking LLC

Dated: 1/22/2024, 2024

DocuSigned by:
Roxana Verano
A54A2EB48240454...

Roxana Verano
Landegger Verano & Davis
Attorney for Defendant

Exhibit A

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

Cesar Cando v. Academy Valet Parking Service, Inc. Case No. 22STCV21833

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Academy Valet Parking Service, Inc., and Academy Valet Parking LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by former employee, Cesar Cando (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of individuals who are or previously were employed by Defendants in California (“Class Members”) who worked for Defendants during the Class Period (July 6, 2018, through June 23, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for persons employed by Defendants during the PAGA Period (April 28, 2021 through June 23, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ XX (less withholding) and your Individual PAGA Payment is estimated to be \$ XX.** The actual amount you may receive may be different and will depend on a number of factors and may be subject to change if the escalator clause is triggered. Based on its records, Defendants estimates that, as of the date of the Agreement, there are 8,076 Total Workweeks during the Class Period. If the actual number of Workweeks in the Class Period exceeds by more than 10% (i.e., by more than 807 Workweeks), Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by Class Members above 10%. In other words, if the excess is 12%, the increase will be 2%, and if the excess is 10% or lower, the increase will be zero (0%). (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve

the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, including overtime wages; failing to provide legally compliant meal and rest periods; failing to pay wages due upon termination; failure to reimburse for mandatory business expenses; failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff are represented by attorneys in the Action:

The JCL Law Firm, APC, and the Zakay Law Group, APLC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend it complied with all applicable laws.

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

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

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

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

1. Gross Settlement Amount. Defendants Will Pay \$150,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final

Approval, Defendants will fund the Gross Settlement Amount in two (2) installments as follows:

- A. Defendants shall pay the first installment of \$75,000.00 by June 23, 2024, or 30 days after the Court's Final Approval of the Settlement, whichever date comes later.
- B. Defendant shall pay the second installment of \$75,000.00 by September 23, 2024, or within 120 days after the Court's Final Approval of the Settlement, whichever date comes later. .

The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

- 2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$50,000 (One-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 to the Class Representative as a Class Representative Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than each Plaintiff's respective Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$5,000.00 for PAGA Payment, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interests and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately

pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **MONTH XX, 202X**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **MONTH XX, 202X**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a company, Apex Class Action LLC (the Administrator") to send this Notice, calculate and make payments, and process Class

Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA Payment based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release: all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or reasonably could have been alleged in the Operative Complaint that arose during the Class Period including the following claims: (a) failure to pay minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and maintain required records; (f) failure to timely pay all wages due during employment; (g) failure to timely pay all wages due upon separation of employment; (h) failure to pay all sick wages owed; (i) failure to pay all vacation wages owed; (j) failure to reimburse for necessary business expenses; (k) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (l) violation of or claims under the following sections of the California Labor Code, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804; and (m) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"), but expressly excluding PAGA penalties separately released herein .

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

Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **MONTH XX, 202X** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Cesar Cando v. Academy Valet Parking Service, Inc. Case No. 22STCV21833*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by MONTH XX, 202X, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least twenty-eight (28) days before the MONTH XX, 202X Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www._____.com or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for

Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Service Award may wish to object. **The deadline for sending written objections to the Administrator is MONTH XX, 202X.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Cesar Cando v. Academy Valet Parking Service, Inc. Case No. 22STCV21833* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **MONTH XX, 202X** at **XX:XX am/pm** in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's website at www._____.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://portal.scsccourt.org/search>) and entering the Case Number for the Action, Case No. 22STCV21833. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

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

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

Settlement Administrator:

Apex Class Action LLC
20371 Irvine Avenue, Newport Beach, CA 92660;
Tel: (800) 355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

FILED
Superior Court of California
County of Los Angeles

FEB 09 2024

David W. Slayton, Executive Officer/Clerk of Court
By: N. Navarro, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

CESAR CANDO, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

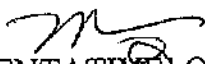
Plaintiff,

v.

ACADEMY VALET PARKING SERVICE,
INC., a California Corporation; and DOES
1-50, Inclusive,

Defendants.

Case No.: 22STCV21833


[TENTATIVE] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: February 9, 2024
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiff Cesar Cando sues his former employer, Defendants Academy Valet
Parking Service, Inc. and Academy Valet Parking LLC (collectively, "Defendants"), for

1 alleged wage and hour violations. Defendants provide valet parking and shuttle
2 services throughout California. Plaintiff seeks to represent a class of Defendants'
3 current and former non-exempt employees.

4 On July 6, 2022, Plaintiff filed a class action complaint against Defendant
5 Academy Valet Parking Services, Inc. alleging causes of action for: (1) Unfair
6 Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay
7 Minimum Wages in Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure
8 to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510, et seq.; (4) Failure to
9 Provide Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7 & 512 and the
10 Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation
11 Of Cal. Lab Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to
12 Provide Accurate Itemized Statements in Violation Of Cal. Lab. Code § 226; (7) Failure
13 to Pay Wages When Due in Violation Of Cal. Labor Code §§ 201, 202 and 203; (8)
14 Failure to Pay Vacation Wages When Due in Violation Of California Labor Code
15 section 227.3; and (9) Violation of the Private Attorneys General Act (Labor Code §§
16 2698 et seq.) On August 3, 2023, Plaintiff amended his complaint to add Academy
17 Valet Parking LLC as a Defendant.

18 On June 23, 2023, the Parties participated in a full day mediation before
19 mediator Hon. Brian C. Walsh (Ret.), which resulted in settlement. The terms were
20 later finalized in the Class Action and PAGA Settlement Agreement, a copy of which is
21 attached to the Declaration of Jean-Claude Lapuyade filed September 28, 2023 ("JCL
22 Decl.") as Exhibit 1.

23 On January 9, 2024, the Court issued a "checklist" to the parties pertaining to
24 deficiencies with the proposed settlement. On January 10, 2024, the Court called the
25 matter of Plaintiff's motion for preliminary approval of the settlement for hearing and

1 conferred with counsel regarding the issues set forth in the checklist. In response,
2 counsel filed further briefing, including the First Amended Class Action and PAGA
3 Settlement Agreement attached to the Supplemental Declaration of Jean-Claude
4 Lapuyade filed January 30, 2024 ("Supp. JCL Decl.") as Exhibit 1. All references
5 below are to that agreement.

6 For the reasons set forth below, the Court preliminarily grants approval for the
7 settlement.

8 9 **II. THE TERMS OF THE SETTLEMENT**

10 **A. SETTLEMENT CLASS AND RELATED DEFINITIONS**

11 "Class" shall mean all current and former non-exempt, hourly paid employees
12 who worked for Defendants Academy Valet Parking Services, Inc., and/or Academy
13 Valet Parking LLC in California at any time during the Class Period. (§1.7)

14 "Class Period" means the period commencing July 6, 2018, through June 23,
15 2023. (§1.12)

16 "Aggrieved Employee" means all current and former non-exempt, hourly paid
17 employees who worked for Defendants Academy Valet Parking Service, Inc. and/or
18 Academy Valet Parking LLC in California at any time during the PAGA Period. (§1.4)

19 "PAGA Period" means the period between April 28, 2021 through June 23,
20 2023. (§1.32)

21 "Participating Class Member" means a Class Member who does not submit a
22 valid and timely Request for Exclusion. (§1.36)

23 24 **B. THE MONETARY TERMS OF SETTLEMENT**

25 The essential monetary terms are as follows:

- 1 • The Gross Settlement Amount (“GSA”) is **\$150,000** (¶3.1). This includes
2 payment of a PAGA penalty of **\$5,000** to be paid 75% to the LWDA (\$3,750)
3 and 25% to the Aggrieved Employees (\$1,250) (¶3.2.5).
 - 4 ○ Escalator Clause: Based on its records, Defendants estimates that, as of
5 the date of this Settlement Agreement, (1) there are 169 Class Members
6 and 8,076 Total Workweeks during the Class Period and (2) there are 68
7 Aggrieved Employees who worked 1,359 Pay Periods during the PAGA
8 Period. If the actual number of Workweeks in the Class Period exceeds by
9 more than 10% (i.e., by more than 807 Workweeks), Defendants shall
10 increase the Gross Settlement Amount on a pro-rata basis equal to the
11 percentage increase in the number of Workweeks worked by Class
12 Members above 10%. In other words, if the excess is 12%, the increase
13 will be 2%, and if the excess is 10% or lower, the increase will be zero
14 (0%). Alternatively, Defendants may, at its sole discretion, opt to cut off
15 the Class and PAGA Periods when 8,076 class Workweeks are reached in
16 lieu of additional payments. (¶8)
- 17 • The Net Settlement Amount (“Net”) (**\$63,000**) is the GSA less:
 - 18 ○ Up to **\$50,000** (33 1/3%) for attorney fees (¶3.2.2);
 - 19 ○ Up to **\$20,000** for attorney costs (*Ibid.*);
 - 20 ○ Up to **\$10,000** for a service award to the proposed class representative
21 (¶3.2.1); and
 - 22 ○ Up to **\$7,000** for settlement administration costs (¶3.2.3).
- 23 • Defendants will separately pay any and all employer payroll taxes owed on the
24 Wage Portions of the Individual Class Payments (¶3.1).

- 1 • Assuming the Court approves all maximum requested deductions, approximately
2 \$63,000 will be available for automatic distribution to participating class
3 members. Assuming full participation, the average settlement share will be
4 approximately \$372.78. ($\$63,000 \text{ Net} \div 169 \text{ class members} = \372.78). In
5 addition, each Aggrieved Employee will receive a portion of the PAGA penalty,
6 estimated to be \$18.38 per Aggrieved Employee. ($\$1,250 \text{ or } 25\% \text{ of } \$5,000$
7 $\text{PAGA penalty} \div 68 \text{ Aggrieved Employees} = \18.38).
- 8 • There is no Claim Requirement (§3.1).
- 9 • The settlement is not reversionary (§3.1).
- 10 • Individual Settlement Share Calculation: Each Participating Class Member's
11 Individual Class Payment will be calculated by (a) dividing the Net Settlement
12 Amount by the total number of Workweeks worked by all Participating Class
13 Members during the Class Period and (b) multiplying the result by each
14 Participating Class Member's Workweeks worked during the Class Period.
15 (§3.2.4) Non-Participating Class Members will not receive any Individual Class
16 Payments. The Administrator will retain amounts equal to their Individual Class
17 Payments in the Net Settlement Amount for distribution to Participating Class
18 Members on a pro rata basis. (§3.2.4.2)
- 19 • PAGA Payment Calculation: The Administrator will calculate each Individual
20 PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25%
21 share of PAGA Penalties (\$1,250.00) by the total number of PAGA Pay Periods
22 worked by all Aggrieved Employees during the PAGA Period and (b)
23 multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
24 (§3.2.5.1)

- 1 • Tax Withholdings: Each Participating Class Member's Individual Class Payment
2 will be allocated as 20% to wages; 80% to interest and penalties (§3.2.4.1). The
3 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
4 (§3.2.5.2)
- 5 • Funding of Settlement: Defendants shall fully fund the Gross Settlement
6 Amount, and also fund the amounts necessary to fully pay Defendants' share of
7 payroll taxes, by transmitting the funds to the Administrator in two (2)
8 installments as follows: (§4.3)
 - 9 ○ Defendants shall pay the first installment of \$75,000.00 by June 23, 2024,
10 or 30 days after the Court's Final Approval of the Settlement, whichever
11 date comes later. (§4.3.1)
 - 12 ○ Defendant shall pay the second installment of \$75,000.00 by September
13 23, 2024, or within 120 days after the Court's Final Approval of the
14 Settlement, whichever date comes later. (§4.3.2)
 - 15 ○ If Defendants fail to timely transfer the funds as set forth in this
16 Agreement, Defendants shall have fourteen (14) calendar days from the
17 last day the payment is due to cure the untimely payment. Defendants
18 shall transmit the funds pursuant to the Settlement Administrator's
19 electronic transfer instructions. Defendants' payment obligations with
20 respect to the Gross Settlement Amount, Defendants' share of payroll
21 taxes, and any cure payment shall be met upon initiating the electronic
22 transfer of funds to the Administrator, pursuant to the Administrator's
23 instructions. In the event of an unsuccessful electronic transfer of funds,
24 the Parties agree to cooperate in good faith to resolve the issues. (§4.3.3)

- Distribution: Within fourteen (14) days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Attorneys' Fees and Litigation Costs, and the Class Representative Payment. Disbursement of the Attorneys' Fees and Litigation Costs and the Class Representative Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

(¶4.4)

- Uncashed Settlement Payment Checks: The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided.

(¶4.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds thereby leaving "no residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

(¶4.4.3)

C. TERMS OF RELEASES

- Releases of Claims: Effective on the Funding Date, Plaintiff, Participating Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows: (¶5)

- Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released

1 Parties from any and all claims that were or reasonably could have been alleged
2 in the Operative Complaint that arose during the Class Period including the
3 following claims: (a) failure to pay minimum wages owed; (b) failure to pay all
4 overtime wages owed; (c) failure to provide compliant meal periods, or premium
5 pay for non-compliant meal periods; (d) failure to authorize and permit rest
6 periods, or provide premium pay for non-compliant rest periods; (e) failure to
7 issue accurate, itemized wage statements and maintain required records; (f)
8 failure to timely pay all wages due during employment; (g) failure to timely pay
9 all wages due upon separation of employment; (h) failure to pay all sick wages
10 owed; (i) failure to pay all vacation wages owed; (g) failure to reimburse for
11 necessary business expenses; (k) all claims under California Business &
12 Professions Code § 17200 for unfair business practices that could have been
13 premised on the facts, claims, causes of action or legal theories described above;
14 (l) violation of or claims under the following sections of the California Labor
15 Code, sections 201,201.3, 202,203,204,210,218.5, 218.6, 221, 226, 226.2, 226.3,
16 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14,
17 1198, 1199, 2802, and 2804; and (m) violation of the California Industrial Wage
18 Orders that could have been premised on the facts, claims, causes of action or
19 legal theories described above, as well as any potential penalties, interest or
20 attorneys' fees associated with all of such causes of action under California law,
21 but expressly excluding PAGA penalties separately released hereinbelow.

22 Except as set forth in Section 5.3 of this Agreement, Participating Class
23 Members do not release any other claims, including claims for vested benefits,
24 wrongful termination, violation of the Fair Employment and Housing Act,
25

1 unemployment insurance, disability, social security, workers' compensation, or
2 claims based on facts occurring outside the Class Period. (§5.2)

- 3 • Release by Aggrieved Employees: As of the Funding Date, all Aggrieved
4 Employees, regardless of whether they are Participating Class Members or non-
5 Participating Class Members, are deemed to release, on behalf of themselves and
6 their respective former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, the Released Parties from all claims,
8 demands, rights, liabilities and causes of action under the California Labor Code
9 Private Attorneys General Act that were alleged, or reasonably could have been
10 alleged, based on the claims asserted in the Operative Complaint, the PAGA
11 Notice (and any amendments thereto) and ascertained in the course of the
12 Action, arising during or with respect to the PAGA Period. ("Released PAGA
13 Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved
14 Employees, and the State of California, and shall bar by res judicata any claim
15 under the PAGA brought by any person, including the Aggrieved Employees, on
16 behalf of the State of California, as to any claims predicated on the Released
17 PAGA Claims. (§5.3)

- 18 ○ "PAGA Notice" means Plaintiff's April 28, 2022, letter to Defendants
19 and the LWDA providing notice pursuant to Labor Code section 2699.3,
20 subd.(a). (§1.34)

- 21 • "Released Parties" means Defendant Academy Valet Parking Service, Inc.,
22 Academy Valet Parking LLC, and each of their former and present directors,
23 officers, principals, trustees, shareholders, owners, managers, managing agents,
24 attorneys, insurers, predecessors, successors, assigns, DBAs, parents,
25 subsidiaries, and affiliates. (§1.42)

- The named Plaintiff will also provide a general release and a waiver of the protections of Cal. Civ. Code §1542. (¶5.1)
- The releases are effective on the Funding Date, which is defined as the date on which Defendants shall fully fund the Gross Settlement Amount with the Administrator. (¶1.22) Funding will occur in accordance with the funding plan detailed at ¶4.3. Defendant shall pay the second and final installment of \$75,000.00 by September 23, 2024, or within 120 days after the Court's Final Approval of the Settlement, whichever date comes later. (¶4.3.2)

D. SETTLEMENT ADMINISTRATION

- The proposed Settlement Administrator is Apex Class Action LLC (¶1.2), which has provided evidence that no counsel are affiliated with it and that it has adequate procedures in place to safeguard the data and funds to be entrusted to it. (See Declaration of Sean Hartranft.)
- Settlement administration costs are estimated to be \$6,990 (Hartranft Decl. ¶7) and are capped at \$7,000 in the settlement agreement (¶3.2.3).
- Notice: The manner of giving notice is described below.
- Opt Out/Objection Dates: "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired. (¶1.44) The same deadline applies to the submission of workweek disputes. (¶7.6)

- Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. (§7.5.4)
- If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. (§9)
- Notice of Final Judgment will be posted on the Settlement Administrator's website (§7.8.1).

III. SETTLEMENT STANDARDS AND PROCEDURE

California Rules of Court, rule 3.769(a) provides: "A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing." "Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion." See Cal. Rules of Court, rule 3.769(c).

"In a class action lawsuit, the court undertakes the responsibility to assess fairness in order to prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action. The purpose of the requirement [of court review] is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties." *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks omitted]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,

1 245, disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018)
2 4 Cal. 5th 260 (“*Wershba*”), [Court needs to “scrutinize the proposed settlement
3 agreement to the extent necessary to reach a reasoned judgment that the agreement is
4 not the product of fraud or overreaching by, or collusion between, the negotiating
5 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all
6 concerned.”] [internal quotation marks omitted].

7 “The burden is on the proponent of the settlement to show that it is fair and
8 reasonable. However, “a presumption of fairness exists where: (1) the settlement is
9 reached through arm's-length bargaining; (2) investigation and discovery are sufficient
10 to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
11 litigation; and (4) the percentage of objectors is small.” *Wershba*, 91 Cal. App. 4th at
12 245 [citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802].

13 Notwithstanding an initial presumption of fairness, “the court should not give
14 rubber-stamp approval.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
15 116, 130 (“*Kullar*”). “[W]hen class certification is deferred to the settlement stage, a
16 more careful scrutiny of the fairness of the settlement is required.” *Carter v. City of*
17 *Los Angeles* (2014) 224 Cal.App.4th 808, 819. “To protect the interests of absent class
18 members, the court must independently and objectively analyze the evidence and
19 circumstances before it in order to determine whether the settlement is in the best
20 interests of those whose claims will be extinguished.” *Kullar*, 168 Cal. App. 4th at 130.
21 In that determination, the court should consider factors such as “the strength of
22 plaintiffs' case, the risk, expense, complexity and likely duration of further litigation,
23 the risk of maintaining class action status through trial, the amount offered in
24 settlement, the extent of discovery completed and stage of the proceedings, the
25 experience and views of counsel, the presence of a governmental participant, and the

1 reaction of the class members to the proposed settlement.” *Id.* at 128. “Th[is] list of
2 factors is not exclusive and the court is free to engage in a balancing and weighing of
3 factors depending on the circumstances of each case.” *Wershba*, 91 Cal. App. 4th at
4 245.

5 At the same time, “[a] settlement need not obtain 100 percent of the damages
6 sought in order to be fair and reasonable. Compromise is inherent and necessary in the
7 settlement process. Thus, even if ‘the relief afforded by the proposed settlement is
8 substantially narrower than it would be if the suits were to be successfully litigated,’
9 this is no bar to a class settlement because ‘the public interest may indeed be served by
10 a voluntary settlement in which each side gives ground in the interest of avoiding
11 litigation.’” *Id.* at 250.

12 **IV. ANALYSIS OF SETTLEMENT AGREEMENT**

13 **A. THERE IS A PRESUMPTION OF FAIRNESS**

14
15 The settlement is entitled to a presumption of fairness for the following reasons:

16 **1. The settlement was reached through arm’s-length bargaining**

17
18 On June 23, 2023, the Parties participated in a full day mediation before
19 mediator Hon. Brian C. Walsh (Ret.), which resulted in settlement. (JCL Decl. ¶24.)
20
21

22 **2. The investigation and discovery were sufficient**

23 Plaintiff’s counsel represents that early in the litigation, their investigation
24 included interviews with Plaintiff and review of his employee file, which included his
25 time and payroll records. (*Id.* at ¶¶15-16.)

1 To prepare for mediation, Defendants agreed to produce a sample of time and
2 payroll records. Class Counsel requested a sample that would provide between 85%
3 and 90% confidence factor with a margin of error equal to or less than 10%. Based on
4 this criterion, Class Counsel represents that they accepted a sample of time and payroll
5 records for 100% of the Class Members for one-third of the pay periods during the
6 Class Period for purposes of determining Defendants' liability at the time of mediation.
7 (*Id.* at ¶17.) Class Counsel determined that in this case – where Defendants failed to
8 utilize a timekeeping system and only maintained handwritten timecards – that the
9 benefits to the Class Members of a one-third random sample of time and payroll data
10 for all of the Class Members, i.e., preserving settlement funds for the Class Members,
11 outweighed the need for manually converting handwritten timecards and driving up the
12 cost of an expert report at this stage of the litigation. (*Id.* at ¶18.) Class Counsel
13 retained the statisticians and economists at Berger Consulting Group (“BCG”) to
14 evaluate the Class Members' payroll and time data. (*Id.* at ¶19.)

15 During the litigation, Defendants raised the possibility that it would be unable to
16 satisfy a class-wide settlement due to its financial condition. Class Counsel retained
17 Certified Public Accountant, Kenneth L. Creal, to review Defendants' tax returns for
18 2019, 2020, and 2021, which included Defendants' balance sheet and income and
19 expense figures for Defendants' business. (Memo ISO Prelim at 8:22-25.) Mr. Creal
20 represents that based on his review of those tax returns, Defendants cannot afford a
21 settlement larger than the one contemplated and that the timing of the payments allows
22 for Defendants to work toward accumulating the settlement funds. (Declaration of
23 Kenneth L. Creal ¶¶3-9.)

24 This is sufficient to value the case for settlement purposes.
25

1 **3. Counsel is experienced in similar litigation**

2 Class Counsel represent that they are experienced in class action litigation,
3 including wage and hour class actions. (JCL Decl., Exhibit 5; Declaration of Shani O.
4 Zakay, Exhibit A.)

5
6 **4. Percentage of the class objecting**

7 This cannot be determined until the final fairness hearing. Weil & Brown et al.,
8 Cal. Prac. Guide: Civ. Pro. Before Trial (The Rutter Group 2019) ¶ 14:139.18 [“Should
9 the court receive objections to the proposed settlement, it will consider and either sustain
10 or overrule them at the fairness hearing.”].

11
12 **B. THE SETTLEMENT MAY PRELIMINARILY BE CONSIDERED**
13 **FAIR, ADEQUATE, AND REASONABLE**

14 Notwithstanding a presumption of fairness, the settlement must be evaluated in its
15 entirety. The evaluation of any settlement requires factoring unknowns. “As the court
16 does when it approves a settlement as in good faith under Code of Civil Procedure
17 section 877.6, the court must at least satisfy itself that the class settlement is within the
18 ‘ballpark’ of reasonableness. See *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985)
19 38 Cal.3d 488, 499–500. While the court is not to try the case, it is ‘called upon to
20 consider and weigh the nature of the claim, the possible defenses, the situation of the
21 parties, and *the exercise of business judgment* in determining whether the proposed
22 settlement is reasonable.’ (*City of Detroit v. Grinnell Corporation, supra*, 495 F.2d at p.
23 462, italics added.)” *Kullar*, 168 Cal.App.4th at 133 (emphasis in original).

24 //

25 //

1. Amount Offered in Settlement

The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Id.* at 130.)

Class Counsel estimated Defendants’ maximum exposure at \$1,509,473.15 and realistic exposure at \$524,144.41, based on the following analysis:

Violation	Maximum Exposure	Realistic Exposure
Unpaid Wages	\$54,162.00	\$13,540.50
Meal Period Violations	\$449,299.75	\$224,649.88
Rest Period Violations	\$374,567.40	\$234,104.63
Unpaid Vacation Wages	No value	No value
Wage Statement Penalties	\$32,900.00	\$8,225.00
Waiting Time Penalties	\$414,844.00	\$41,484.40
PAGA Penalties	\$183,700.00	\$2,140.00
Total	\$1,509,473.15	\$524,144.41

(JCL Decl. ¶¶29-42; Supp. JCL Decl. ¶¶7-8.)

Class Counsel obtained a gross settlement valued at \$150,000. This is approximately 9.9% of Defendants’ maximum exposure and 28.6% of the realistic exposure.

2. The Risks of Future Litigation

The case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members. Even if a class is certified, there is always a risk of decertification. *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226

1 ["Our Supreme Court has recognized that trial courts should retain some flexibility in
2 conducting class actions, which means, under suitable circumstances, entertaining
3 successive motions on certification if the court subsequently discovers that the propriety
4 of a class action is not appropriate."].) Further, the settlement was negotiated and
5 endorsed by Class Counsel who, as indicated above, are experienced in class action
6 litigation. Based upon their investigation and analysis, the attorneys representing
7 Plaintiff and the class are of the opinion that this settlement is fair, reasonable, and
8 adequate. (JCL Decl. ¶42.)

9 The Court also notes that Plaintiff brings a PAGA claim on behalf of the LWDA,
10 which was sent a copy of the Settlement Agreement on January 30, 2024 and has not yet
11 objected. (Supp. JCL Decl., Exhibit 3.) Any objection by it will be considered at the
12 final fairness hearing.

13 14 **3. The Releases Are Limited**

15 The Court has reviewed the Releases to be given by the absent class members and
16 the named plaintiff. The releases, described above, are tailored to the pleadings and
17 release only those claims in the pleadings. There is no general release by the absent
18 class. The named plaintiff's general release is appropriate given that he was represented
19 by counsel in its negotiation.

20 21 **4. Conclusion**

22 Class Counsel estimated Defendants' maximum exposure at \$1,509,473.15 and
23 realistic exposure at \$524,144.41. Class Counsel obtained a gross settlement valued at
24 \$150,000. This is approximately 9.9% of Defendants' maximum exposure and 28.6% of
25 the realistic exposure, which, given the uncertain outcomes, including the potential that

1 the class might not be certified, that liability is a contested issue, and that the full amount
2 of penalties would not necessarily be assessed even if the class is certified and liability
3 found, the settlement is within the “ballpark of reasonableness.”

4 5 **C. CONDITIONAL CLASS CERTIFICATION MAY BE GRANTED**

6 A detailed analysis of the elements required for class certification is not required,
7 but it is advisable to review each element when a class is being conditionally certified.
8 *Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 591, 620, 622-627. The party
9 advocating class treatment must demonstrate the existence of an ascertainable and
10 sufficiently numerous class, a well-defined community of interest, and substantial
11 benefits from certification that render proceeding as a class superior to the alternatives.”
12 *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.

13 **1. The Proposed Class is Numerous**

14 There are approximately 169 putative Class Members. (Settlement Agreement
15 ¶4.1.) Numerosity is established. *Franchise Tax Bd. Limited Liability Corp. Tax*
16 *Refund Cases* (2018) 25 Cal.App.5th 369, 393: stating that the “requirement that there
17 be many parties to a class action is liberally construed,” and citing examples wherein
18 classes of as little as 10, *Bowles v. Superior Court* (1955) 44 Cal.2d 574, and 28,
19 *Hebbard v. Colgrove* (1972) 28 Cal.App.3d 1017, were upheld).

20 **2. The Proposed Class Is Ascertainable**

21 “A class is ascertainable, as would support certification under statute
22 governing class actions generally, when it is defined in terms of objective
23 characteristics and common transactional facts that make the ultimate identification
24 of class members possible when that identification becomes necessary.” *Noel v. Thrifty*
25 *Payless, Inc.* (2019) 7 Cal.5th 955, 961 (*Noel*).

1 The class is defined above. Class Members are ascertainable through
2 Defendants' records. (JCL Decl. ¶50.)

3 **3. There Is A Community of Interest**

4 "The community of interest requirement involves three factors: '(1) predominant
5 common questions of law or fact; (2) class representatives with claims or defenses typical
6 of the class; and (3) class representatives who can adequately represent the class.'" *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

8 As to predominant questions of law or fact, Plaintiff's counsel contends that the
9 statutes relating to each of Plaintiff's claims apply with equal force and effect to the
10 entire Class. Factually, Defendants' policies and practices apply class-wide and
11 Defendants' liability can be determined by facts common to all members of the class.
12 (JCL Decl. ¶51.)

13 As to typicality, Plaintiff contends that his wage and hour claims are typical of the
14 proposed Class because they arise from the same factual basis and are based on the same
15 legal theories applicable to the other Class Members. (*Id.* at ¶52.)

16 As to adequacy, Plaintiff represents that he has participated in the litigation and is
17 aware of the risks and duties of serving as class representative. (Declaration of Cesar
18 Cando ¶¶8-10.) As previously stated, Class Counsel have experience in class action
19 litigation.

21 **4. Substantial Benefits Exist**

22 Given the relatively small size of the individual claims, a class action is superior to
23 separate actions by the class members.

24 //

25 //

1 **D. THE PROPOSED NOTICE PLAN MEETS THE REQUIREMENTS**
2 **OF DUE PROCESS**

3 The purpose of notice is to provide due process to absent class members. A practical
4 approach is required, in which the circumstances of the case determine what forms of
5 notice will adequately address due process concerns. *Noel*, 7 Cal.5th at 982. California
6 Rules of Court, rule 3.766 (e) provides that in determining the manner of the notice, the
7 court must consider: (1) the interests of the class; (2) the type of relief requested; (3) the
8 stake of the individual class members; (4) the cost of notifying class members; (5) the
9 resources of the parties; (6) the possible prejudice to class members who do not receive
10 notice; and (7) the res judicata effect on class members.

11 **1. Method of class notice**

12 Not later than fifteen (15) days after the Court grants Preliminary Approval of
13 the Settlement, Defendants will deliver the Class Data to the Administrator, in the form
14 of a Microsoft Excel spreadsheet. (§4.2) Using best efforts to perform as soon as
15 possible, and in no event later than fourteen (14) days after receiving the Class Data, the
16 Administrator will send to all Class Members identified in the Class Data, via first-class
17 United States Postal Service ("USPS") mail, the Class Notice with Spanish translation.
18 Before mailing Class Notices, the Administrator shall update Class Member addresses
19 using the National Change of Address database. (§7.4.2)

20 Not later than three (3) business days after the Administrator's receipt of any
21 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
22 Class Notice using any forwarding address provided by the USPS. If the USPS does not
23 provide a forwarding address, the Administrator shall conduct a Class Member Address
24 Search, and re-mail the Class Notice to the most current address obtained. The
25

1 Administrator has no obligation to make further attempts to locate or send Class Notice
2 to Class Members whose Class Notice is returned by the USPS a second time. (§7.4.3)

3 The deadlines for Class Members' written objections, Challenges to Workweeks
4 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional
5 fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class
6 Notice for all Class Members whose notice is re-mailed. The Administrator will inform
7 the Class Member of the extended deadline with the re-mailed Class Notice. (§7.4.4)

8 **2. Content of class notice.**

9 A copy of the proposed class notice is attached to the Settlement Agreement as
10 Exhibit A. The notice includes information such as: a summary of the litigation; the
11 nature of the settlement; the terms of the settlement agreement; the maximum
12 deductions to be made from the gross settlement amount (i.e., attorney fees and costs,
13 the enhancement award, and claims administration costs); the procedures and deadlines
14 for participating in, opting out of, or objecting to, the settlement; the consequences of
15 participating in, opting out of, or objecting to, the settlement; and the date, time, and
16 place of the final approval hearing. See Cal Rules of Court, rule 3.766(d). It is to be
17 given in both English and Spanish (§1.11).

18 **3. Settlement Administration Costs**

19 Settlement administration costs are capped at \$7,000, including the cost of notice
20 (§3.2.3). Prior to the time of the final fairness hearing, the settlement administrator
21 must submit a declaration attesting to the total costs incurred and anticipated to be
22 incurred to finalize the settlement for approval by the Court.

24 **E. ATTORNEY FEES AND COSTS**

25

1 California Rule of Court, rule 3.769(b) states: "Any agreement, express or
2 implied, that has been entered into with respect to the payment of attorney fees or the
3 submission of an application for the approval of attorney fees must be set forth in full in
4 any application for approval of the dismissal or settlement of an action that has been
5 certified as a class action."

6 Ultimately, the award of attorney fees is made by the court at the fairness
7 hearing, using the lodestar method with a multiplier, if appropriate. *PLCM Group, Inc.*
8 *v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.*
9 (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122,
10 1132-1136. In common fund cases, the court may use the percentage method. If
11 sufficient information is provided a cross-check against the lodestar may be conducted.
12 *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503. Despite any
13 agreement by the parties to the contrary, "the court ha[s] an independent right and
14 responsibility to review the attorney fee provision of the settlement agreement and
15 award only so much as it determined reasonable." *Garabedian v. Los Angeles Cellular*
16 *Telephone Company* (2004) 118 Cal.App.4th 123, 128.

17 The question of class counsel's entitlement to **\$50,000** (33 1/3%) in attorney fees
18 will be addressed at the final fairness hearing when class counsel brings a noticed
19 motion for attorney fees. If a lodestar analysis is requested class counsel must provide
20 the court with current market tested hourly rate information and billing information so
21 that it can properly apply the lodestar method and must indicate what multiplier (if
22 applicable) is being sought.

23 Fee Split: The Attorneys' Fees Payment shall be divided between Class Counsel
24 as follows: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC.
25

1 (Settlement Agreement ¶1.5.) Plaintiff and Class Counsel have in place an executed fee
2 agreement which provides for the fee splitting. (Supp. JCL Decl. ¶16.)

3 Class counsel should also be prepared to justify the costs sought (capped at
4 \$20,000) by detailing how they were incurred.

5 6 **F. SERVICE AWARD**

7 The Settlement Agreement provides for a service award of up to \$10,000 for the
8 class representative (¶3.2.1). Trial courts should not sanction enhancement awards of
9 thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours
10 expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the
11 form of quantification of time and effort expended on the litigation, and in the form of
12 reasoned explanation of financial or other risks incurred by the named plaintiffs, is
13 required in order for the trial court to conclude that an enhancement was ‘necessary to
14 induce [the named plaintiff] to participate in the suit’” *Clark v. American*
15 *Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807, italics and ellipsis in
16 original.

17 The Court will decide the issue of the enhancement award at the time of final
18 approval.

19 20 **V. CONCLUSION AND ORDER**

21 The Court hereby:

- 22 (1) Grants preliminary approval of the settlement as fair, adequate, and
23 reasonable;
24 (2) Grants conditional class certification;
25 (3) Appoints Cesar Cando as Class Representative;

(4) Appoints Zakay Law Group, APLC and JCL Law Firm, APC as Class Counsel;

(5) Appoints Apex Class Action LLC as Settlement Administrator;

(6) Approves the proposed notice plan; and

(7) Approves the proposed schedule of settlement proceedings as follows:

- Preliminary approval hearing: February 9, 2024
- Deadline for Defendant to provide class list to settlement administrator: February 24, 2024 (within 15 days from preliminary approval)
- Deadline for settlement administrator to mail notices: March 9, 2024 (within 14 days after receiving the Class Data)
- Deadline for class members to opt out: April 23, 2024 (45 calendar days from the initial mailing of the Notice Packets)
- Deadline for class members to object: April 23, 2024 (45 calendar days from the initial mailing of the Notice Packets)
- Deadline for class counsel to file motion for final approval: 5/21, 2024 (16 court days prior to final fairness hearing)
- Final fairness hearing: THU 6/13, 2024, at 9:00am

Dated: 2/9/2024

Maren E. Nelson

MAREN E. NELSON

Judge of the Superior Court

EXHIBIT C

Jennifer Heming

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, January 30, 2024 2:15 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

01/30/2024 02:13:59 PM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT D

EXHIBIT E

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

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

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);