

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff ALAN CARRILLO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

ALAN CARRILLO RODRIGUEZ, an
individual, on behalf of himself, and on behalf
of all persons similarly situated,

Plaintiff,

v.

TITAN WORKFORCE, a California
Corporation; and DOES 1-50, Inclusive;

Defendants.

Case No.: STK-CV-UOE-2022-0003036

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

Date: March 28, 2024

Time: 9:00 a.m.

Judge: Hon. Barbara A. Kronlund

Dept.: 10D

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 ALAN CARRILLO RODRIGUEZ (hereafter “Plaintiff” or “Class Representative”) in this
6 wage and hour class action filed against Defendant, Titan Workforce, A California Corporation.
7 (“Defendant”).

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

10 3. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Stipulation
11 of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter “Settlement
12 Agreement”). Attached thereto as **Exhibit A** is a true and correct copy of the Notice of Class Action
13 and PAGA Settlement (“Class Notice”).

14 4. Attached hereto as **Exhibit “2”** is a true and correct copy of the conformed November
15 30, 2023, Preliminary Approval Order.

16 5. Attached hereto as **Exhibit “3”** is a true and correct copy of the September 18, 2023,
17 proof of filing the proposed Settlement with the LWDA.

18 6. Attached hereto as **Exhibit “4”** is true and correct copy of the March 5, 2024, proof of
19 filing this motion seeking final approval of this Settlement with the LWDA.

20 7. Attached hereto as **Exhibit “5”** is a true and correct copy of the JCL Law Firm, APC’s
21 “Firm Resume” detailing the credentials and a summary of cases on which Counsel has been appointed
22 Class Counsel.

23 **I. INTRODUCTION**

24 8. An objective evaluation of the proposed settlement of Six Hundred Fifty Thousand
25 Dollars and Zero Cents (\$650,000.00) (“Total Settlement Amount”) confirms that the relief negotiated
26 on behalf of the Settlement Class Members is fair, reasonable, and valuable. The Settlement is a product
27 of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided
28 over by Tripper Ortman, Esq. After deducting any Court-approved PAGA Penalty Amount, Class

1 Representative Service Award, Class Counsel Award, and the Settlement Administration Costs, the Net
2 Settlement Amount shall be distributed to Settlement Class Members based on the number of
3 Workweeks they worked while employed by Defendant during the Class Period. *The Class greeted*
4 *news of the Settlement with 100% approval.*¹ There are zero opt-outs and zero objections to the
5 Settlement. The unanimous participation rate by the Class evidences the clear fairness and
6 reasonableness of the Settlement.

7 9. This Settlement provides substantial recovery for Defendant's alleged wage and hour
8 violations. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount
9 of approximately \$356,333.34. This will result in an average Individual Settlement Payment of
10 **\$374.30**, a high payment of **\$2,672.86**, and low payment of **\$10.16**.

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

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

19 II. OVERVIEW OF THE LITIGATION

20 12. Defendant provides construction staffing solutions for residential and commercial
21 construction projects throughout California, including Manteca, California, where Plaintiff worked.
22 Plaintiff worked for Defendant as a non-exempt employee in California from August of 2021 to
23 November of 2021. Throughout his employment, Plaintiff was classified as a non-exempt employee
24 and was entitled to legally compliant meal and/or rest periods, minimum and regular wages.
25 Additionally, Plaintiff was subject to Defendant's written policies and procedures contained in, among
26 other documents, the "Employee Handbook."

27
28

¹ Fifty-two (52) Notices were deemed undeliverable. Apex Dec. at ¶ 10.

1 13. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
2 provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, failed to
3 furnish accurate itemized wages statements, and failed to pay all wages when due. Defendant forcefully
4 denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all
5 applicable employment laws and raised several other significant defenses to Plaintiff's claims, including
6 but not limited to, facially compliant meal and rest period policies, compliant wage statements,
7 reimbursement for all required business expenses, and payment of all wages upon separation.

8 14. On February 10, 2022, Plaintiff served Defendant and the Labor and Workforce
9 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
10 Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions
11 of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and
12 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
13 Code sections 2698 *et seq* ("PAGA").

14 15. On April 26, 2022, Plaintiff filed a class action complaint in the San Joaquin County
15 Superior Court, Case Number STK-CV-UOE-2022-3036 (the "Action"). The Action alleged nine
16 causes of action against Defendant for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code
17 §§ 17200 *et. seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197,
18 1197.1; (3) Failure to Pay Overtime in Violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide
19 Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5)
20 Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the
21 Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in Violation
22 of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§
23 201, 202, and 203; (8) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab.
24 Code § 2802; and (9) Violations of the Private Attorneys General Act under California Labor Code §§
25 2698, *et seq.*

26 16. On July 25, 2023, Plaintiff initiated formal discovery. Prior to answering Plaintiff's
27 discovery, the Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed to
28 informally produce additional documents and data points subject to the mediation privilege, including

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

4 17. On March 10, 2023, the Parties participated in a full day mediation with Tripper Ortman,
5 an experienced mediator of wage and hour class and PAGA actions. After arms-length negotiations
6 and bargaining, the Parties reached an agreement to settle based on Mediator Ortman's proposal and
7 signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted
8 and negotiated a long-form settlement agreement, which is the subject of the instant motion.

9 18. The Court preliminarily approved an initial Total Settlement Amount of Six Hundred,
10 Fifty Thousand Dollars and Zero Cents (\$650,000.00) based on a total of an estimated 34,217
11 Workweeks worked by the Class during the Class Period. The Total Settlement Amount shall be used
12 to satisfy: (1) the Individual Settlement Payments; (2) the Class Representative Service Award; (3) the
13 Class Counsel Award; (4) the PAGA Penalty Amount; and (5) the Settlement Administration Costs
14 incurred in this action.

15 19. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
16 the class and should be granted final approval. This is evidenced by the unanimous approval of the
17 Settlement by the Class, the absence of any objections to the Settlement and the average Individual
18 Settlement Payment of **\$374.30**.

19 **III. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

20 **A. Adequate Investigation**

21 20. Months before filing the Action, Class Counsel began their pre-filing investigation into
22 the Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
23 Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment,
24 including time and payroll records. At the conclusion of the interviews, Class Counsel determined that
25 each of Plaintiff's complaints appeared to substantiate Plaintiff's claim that Defendant's failed to,
26 among other things, pay for all time worked, failed to provide compliant meal and rest periods, failed
27 to reimburse for all mandatory business expenses, failed to issue accurate itemized wage statements,
28 and failed to pay all wages when due.

1 21. To prepare for mediation, Class Counsel requested documents and data points to further
2 evaluate Plaintiff's claims and Defendant's liability exposure to the Class Members. In response to
3 Class Counsel's request, Defendant produced, among other things, the time and payroll records for all
4 of the Class Members, aggregate workweek and pay period data, and copies of applicable handbooks,
5 policies, and agreements. In total, Defendant produced dozens of pages of pertinent policy documents,
6 time records, and payroll records for Class Members for Class Counsel to analyze.

7 22. Class Counsel then retained the statisticians and economists at BCG to evaluate the
8 Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting
9 services specializing in wage and hour class actions. BCG's team of financial and data analysts are
10 credentialed and experienced experts in their fields and have provided their expertise on thousands of
11 cases.

12 23. BCG analyzed Defendant's time and payroll data to assist in the development of various
13 damage models. Among other things, BCG estimated the amount of unpaid wages, number of
14 workweeks, pay periods, average length of shifts and average number of hours worked per week. BCG
15 also estimated the amount of unreimbursed business expenses, the amount of unpaid wages due to off-
16 the-clock work, the number of missed, late, or truncated meal and rest periods, and the amount of missed
17 meal and rest period premiums paid during the Class Period.

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

1 25. Class Counsel only agreed to enter the Settlement following this thorough investigation
2 and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and
3 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
4 associated with litigation, and the various defenses asserted by Defendant, Class Counsel believe this
5 Agreement to be in the best interest of the Class Members. Because the Settlement's terms are fair,
6 reasonable, and adequate, the Court should preliminarily approve the Settlement.

7 **B. The Parties Settled Following Mediation**

8 26. On March 10, 2023, the Parties conducted a full day mediation with Tripper Ortman,
9 Esq., an experienced wage and hour mediator. Mediator Ortman helped to manage the Parties'
10 expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties
11 made substantial progress with Mediator Ortman's assistance. Namely, the Parties exchanged
12 information regarding their respective claims and defenses, including their respective evaluations of the
13 damages. After more than eight hours of arm's length and adversarial negotiations, the mediation
14 concluded a settlement. The amount of the service awards was not negotiated until after the parties
15 agreed to the Total Settlement Amount and many other terms.

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

17 27. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
18 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
19 aggrieved employees and consumers throughout California in wage and hour class actions and complex
20 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
21 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma (Associate
22 Attorney), Monnett De La Torre, Esq. (Associate Attorney), Andrea Amaya, Esq. (Associate Attorney),
23 Tesla Stone (Senior Paralegal), Jennifer Heming (Paralegal), Madelyn Uchiyama (Legal Assistant),
24 Nicole Teller (Legal Assistant).

25 28. I am qualified to represent the Plaintiff, the Class Members, the State of California, and
26 the Aggrieved Employees. I have extensive experience with wage and hour class and representative
27 actions litigation like this matter, and employment matters in general. Additionally, I have extensive
28 complex mass tort litigation experience and complex construction product liability experience. I can,

1 will and have adequately represented the interests of the Plaintiffs, the Class Members, the State of
2 California, and the Aggrieved Employees throughout this action.

3 29. I have represented consumers and employees in California class actions, and complex
4 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
5 plaintiffs' civil litigation attorney since April 2007.

6 30. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
7 Employees. I have extensive experience with wage and hour class and representative actions litigation
8 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
9 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "5."** Some of the
10 major cases the Firm has undertaken are also set forth in **Exhibit "5."**

11 31. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
12 favorable verdict for the firm's clients.

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

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

19 **D. Strength of Plaintiff's Case**

20 34. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
21 Settlement provides a sizeable recovery to the Settlement Class Member and need not necessarily obtain
22 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91
23 Cal.App.4th at 250. While the Total Settlement Amount of Six Hundred Fifty Thousand Dollars and
24 Zero Cents (\$650,000.00) represents a discount on Defendant's potential exposure if Plaintiff
25 established liability on all claims and was awarded the full amount of the estimated damages at trial,
26 this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk
27 that could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial
28

1 recovery may require many more years of litigation, resulting in added fees and costs without any
2 guarantee of recovery for the Class.

3 35. As detailed at the time of preliminary approval, the Total Settlement Amount is fair and
4 reasonable considering the nature and magnitude of the claims being settled and the various potential
5 impediments to recovery. Class Counsel developed varied economic damages models measuring
6 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
7 various models were informed by Class Counsel's investigation, including the analysis of a significant
8 sample of time and payroll data. Detailed in greater depth during the preliminary approval process,
9 Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of
10 the Class. The Total Settlement Amount represents between 5.45% and 14.13% of Defendant's *class-*
11 *wide* liability exposure as estimated by Class Counsel at the time of mediation.

12 36. The calculation methodology used to compensate the Settlement Class Member for the
13 alleged damages was negotiated at the time of the Settlement. More importantly, the methodology is
14 fair, objective, and impartial. The calculation methodology is based on the number of Workweeks each
15 Settlement Class Member worked for Defendant during the Class Period. The number of Workweeks
16 for the Settlement Class Member is established through Defendant's data and documented
17 compensation records. The Settlement Administrator is responsible for calculating the Individual
18 Settlement Payments by dividing the respective Workweeks for each Class Member by the total
19 Workweeks for all Class Members, resulting in a Payment Ratio. Agreement, ¶ III(M)(1). Each Class
20 Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class
21 Member's Individual Settlement Payment. *Id.* This process establishes an objectively fair and
22 reasonable procedure to compensate the Class.

23 37. Clearly the goal of this litigation to obtain redress for the class has been met by this
24 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
25 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
26 approval.

27
28 ///

1 **E. Risks of Continued Litigation**

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

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

24 40. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
25 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
26 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
27 drastically affect the value of Plaintiff's claims and, in fact, already has.

28 ///

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

9 42. Class Representative and Class Counsel recognize the expense and length of a trial
10 against Defendant through possible appeals which could take another three years. In arriving at their
11 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
12 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
13 of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
14 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
15 increased, and recovery would have been delayed if not denied, thereby reducing the benefits of an
16 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
17 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative
18 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
19 of the Class, is fair, reasonable, and adequate, and should be granted final approval. With respect to the
20 most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage
21 and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d
22 668. There, the Ninth Circuit, vacated reversed and remanded a \$110 million judgement against an
23 employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in
24 favor of the employer. (*See also O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087
25 (decertification of wage and hour misclassification action); *see also Duran v. U.S. Bank National*
26 *Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class
27 action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 (“[T]he reason, if any, that
28 employees might not take their breaks were predominantly individualized questions of fact not

1 susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming
2 denial of certification because employees’ declarations attesting to having taken meal and rest breaks
3 demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores,*
4 *L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of
5 proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*
6 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest
7 period claims based on the predominance of individual issues.) Collectively, the examples cited above
8 illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification
9 through a contested motion is a significant risk factor favoring settlement.

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

11 43. Here, Plaintiff and Defendant negotiated a good faith PAGA Penalty Amount in the
12 amount of \$30,000 which is 4.6% of the Total Settlement Amount. As illustrated above, this amount
13 falls well within the range of approved PAGA settlements. Seventy-Five percent (75%) of the PAGA
14 Penalty Amount (\$22,500.00) will be paid to the LWDA (“LWDA Payment”) with the remaining
15 twenty-five percent (25%) of the PAGA Penalty Amount (\$7,500.00) to be distributed to the Aggrieved
16 Employees (“Aggrieved Employee Payment”), which is within the range of PAGA penalties approved
17 by courts and should be approved.

18 44. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
19 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
20 with the LWDA. On March 5, 2024, Plaintiff gave the LWDA notice of this motion seeking final
21 approval of this settlement.

22
23 I declare under the penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct. Executed this 5th day of March 2024, at San Diego, California.

25 **JCL LAW FIRM, APC**

26 By: 
27 Jean-Claude Lapuyade
28

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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

JCL LAW FIRM, APC

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

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

ALAN CARRILLO RODRIGUEZ, an
individual, on behalf of himself and on behalf
of all persons similarly situated,

Plaintiff,

v.

TITAN WORKFORCE, a California
Corporation; and DOES 1-50, Inclusive;

Defendants.

Case No.: STK-CV-UOE-2022-0003036

[Action Filed April 26, 2022]

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

Judge: Hon. Barbara Kronlund
Dept: 10D

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between plaintiff ALAN CARRILLO RODRIGUEZ (hereinafter “Plaintiff”), an
3 individual, on behalf of the Settlement Class, and in his representative capacity on behalf of the State
4 of California and the Aggrieved Employees, and Defendant TITAN WORKFORCE, a California
5 Corporation (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit *Carrillo v. Titan Workforce*, San
8 Joaquin County Superior Court, Case No. STK-CV-UOE-2022-3036, filed April 26,
9 2022.
- 10 B. “Aggrieved Employees” shall mean all current and former hourly-paid or non-exempt
11 employees employed by Defendant in California during the PAGA Period.
- 12 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
13 Class and PAGA Action Claims and Release of Claims.
- 14 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
15 Shani Zakay of Zakay Law Group, APLC.
- 16 E. “Class Counsel Award” means the award of fees and expenses that the Court
17 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
18 and the Settlement Class in the Action, consisting of attorneys’ fees not to exceed
19 one-third of the Total Settlement Amount (i.e., \$216,666.66 out of \$650,000.00) **plus**
20 costs of up to \$25,000.00. Attorneys’ fees will be divided equally between Class
21 Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 22 F. “Class Data” means information regarding Class Members that Defendant will in
23 good faith compile from its records and provide to the Settlement Administrator. It
24 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
25 Member’s full name; last known address; Social Security Number; the total number
26 of workweeks and pay periods that each Class Member performed work for

1 Defendant during the Class Period; and the total number of PAGA Pay Periods for
2 each Class Member, if applicable.

3 G. “Class Members” or the “Class” means all current and former hourly-paid or non-
4 exempt employees employed by Defendant in California during the Class Period.

5 H. “Class Period” means the period between April 26, 2018, through May 10, 2023.

6 I. “Class Released Claims” means all claims, rights, demands, liabilities, and causes of
7 action under state, federal, or local law, including those under the Labor Code, Wage
8 Orders, regulations, and/or other provisions of law, whether known or unknown,
9 arising out of the claims expressly pleaded in the Action, or that could reasonably
10 have been pled in the Action, based on the factual allegations contained in the
11 operative complaints and PAGA letters and any amendments thereto, or facts that
12 were ascertained during the pendency of the Action, including, without limitation, the
13 following categories: (1) failure to pay overtime wages; (2) failure to pay meal period
14 premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages;
15 (5) failure to timely pay wages upon termination; (6) failure to timely pay wages
16 during employment; (7) failure to provide compliant wage statements; (8) failure to
17 reimburse necessary business expenses; (9) failure to keep accurate records; and (10)
18 violation of California’s unfair competition law arising from the violations of the
19 California Labor Code outlined above. The Class Released Claims expressly exclude
20 any and all claims for civil penalties arising under the Labor Code Private Attorneys
21 General Act, which are separately released.

22 J. “Class Representative Service Award” means the amount that the Court authorizes to
23 be paid to the Class Representative, in addition to his Individual Settlement Payment
24 and his pro-rata share of the PAGA Penalty Amount, in recognition of his efforts and
25 risks in assisting with the prosecution of the Action and in exchange for his execution
26 of a General Release of claims including a Civil Code 1542 waiver, in an amount not
27 to exceed \$10,000.00.

- 1 K. "Class Representative" shall mean Plaintiff Alan Carrillo Rodriguez.
- 2 L. "Court" means the Superior Court for the State of California, County of San Joaquin.
- 3 M. "Defendant" shall mean Titan Workforce, a California Corporation
- 4 N. "Effective Date" means the first date upon which all of the following events have
- 5 occurred:
- 6 1. this Agreement has been executed by all Parties and by Class Counsel and
- 7 Defense Counsel;
- 8 2. the Court has preliminarily approved the Settlement;
- 9 3. notice has been properly given to Class Members, providing them an
- 10 opportunity to opt out of the Class and Settlement as described in this
- 11 Agreement;
- 12 4. the Court has held a Final Fairness and Approval Hearing and entered the
- 13 Final Order and Judgment approving the Settlement; and
- 14 5. the later of: (a) the date sixty (60) days after the entry of the Final Order and
- 15 Judgment, if no motions for reconsideration and no appeals or other efforts to obtain
- 16 review have been filed; or (b) in the event that a motion for reconsideration, an appeal
- 17 or other effort to obtain review of the Final Order and Judgment, the date sixty (60)
- 18 days after such reconsideration, appeal or review has been finally concluded. In this
- 19 regard, it is the intention of the Parties that the Effective Date of Settlement shall not
- 20 be a date before the Court's order approving the Settlement has become completely
- 21 final, and there is no timely recourse by any person who seeks to object to or otherwise
- 22 contest the Settlement.
- 23 O. "Funding Date" shall mean ten (10) calendar days after the Effective Date and is the
- 24 date Defendant transfers the Total Settlement Amount into the QSF in accord with
- 25 the terms of this Agreement.
- 26 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
- 27 Amount to each Settlement Class Member and excludes any amounts distributed to
- 28 Aggrieved Employees pursuant to PAGA.

- 1 Q. “Net Settlement Amount” or “NSA” means the Total Settlement Amount, less Class
2 Counsel Award, Class Representative Service Award, PAGA Penalty Amount, and
3 Settlement Administration Costs.
- 4 R. “Notice Packet” means the Class Notice to be provided to the Class Members by the
5 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
6 than formatting changes to facilitate printing by the Settlement Administrator).
- 7 S. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
8 Labor Code § 2698 *et seq.*
- 9 T. “PAGA Released Claims” means all PAGA claims alleged in the operative Complaint
10 and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period,
11 or that reasonably could have been alleged in the operative Complaint and Plaintiff’s
12 PAGA notice to the LWDA, and expressly excludes all other claims, including claims
13 for vested benefits, wrongful termination, unemployment insurance, disability, social
14 security, workers’ compensation, and PAGA claims outside of the PAGA Period.
- 15 U. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
16 Employee Payment, as defined herein, means the number of pay periods of
17 employment during the PAGA Period that each Aggrieved Employee worked in
18 California.
- 19 V. “PAGA Payment Ratio” means the respective pay periods during the PAGA Period
20 for each Aggrieved Employee divided by the sum total of the pay periods for all
21 Aggrieved Employees during the PAGA Period.
- 22 W. “PAGA Penalty Amount” shall mean Thirty Thousand Dollars and Zero Cents
23 (\$30,000.00) to be allocated from the Total Settlement Amount of which Seventy-
24 Five Percent (75%) shall be paid to the LWDA (“LWDA Payment”) and the
25 remaining Twenty-Five Percent (25%) paid to the Aggrieved Employees (“Aggrieved
26 Employee Payment”).
- 27 X. “PAGA Period” means the period from February 10, 2021, through May 10, 2023.

- 1 Y. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
2 Plaintiff or Defendant, individually.
- 3 Z. "Payment Ratio" means the respective Workweeks for each Class Member divided
4 by the sum total Workweeks for all Class Members.
- 5 AA. "Plaintiff" shall mean Alan Carrillo Rodriguez.
- 6 BB. "QSF" means the Qualified Settlement Fund established, designated, and maintained
7 by the Settlement Administrator to fund the Total Settlement Amount.
- 8 CC. "Released Parties" means Defendant Titan Workforce, a California Corporation, and
9 any of their former and present parents, subsidiaries, affiliates, divisions, corporations
10 in common control, predecessors, successors, and assigns, as well as all past and
11 present officers, directors, employees, partners, members, managers, indemnitees,
12 shareholders, agents, attorneys, insurers, clients of Defendant, joint employers,
13 entities with whom Defendant contracted to provide construction staff, construction
14 site employers of the Class Members and Aggrieved Employees, any other
15 successors, assigns, or legal representatives, and all persons acting by or through or
16 in concert with any of them, and each of them, including any person or entity which
17 Class Members and Aggrieved Employees might seek to hold liable as joint
18 employers for the claims asserted or that could have been asserted in the Action. The
19 Parties agree that the release provided under this Agreement is intended to fully and
20 completely resolve all claims or potential claims for which the Class Representative,
21 Class Members, and Aggrieved Employees have or could have against any person or
22 entity relating to work performed as an employee of Defendant and that specifically
23 listing every entity by name would be unduly lengthy and burdensome. Accordingly,
24 the Parties agree that the Class Members and Aggrieved Employees are expressly
25 releasing any person or entity described in this definition, even if the entity is not
26 specifically named.

- 1 DD. "Response Deadline" means the date forty-five (45) days after the Settlement
2 Administrator mails Notice Packets to Class Members and the last date on which
3 Class Members may submit requests for exclusion or objections to the Settlement.
- 4 EE. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 5 FF. "Settlement Administrator" means Apex Class Action LLC, located at 20371 Irvine
6 Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700. The Settlement
7 Administrator establishes, designates, and maintains, as a QSF under Internal
8 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
9 the amount of the Total Settlement Amount is deposited for the purpose of resolving
10 the claims of Settlement Class Members. The Settlement Administrator shall maintain
11 the funds until distribution in an account(s) segregated from the assets of Defendant
12 and any person related to Defendant. *All accrued interest shall be paid and*
13 *distributed to the Settlement Class Members as part of their respective Individual*
14 *Settlement Payment.*
- 15 GG. "Settlement Class Members" or "Settlement Class" means all Class Members who
16 have not submitted a timely and valid request for exclusion by the Response Deadline
17 as provided in this Agreement.
- 18 HH. "Total Settlement Amount" means Six Hundred Fifty Thousand Dollars and Zero
19 Cents (\$650,000.00) that Defendant must pay into the QSF in connection with this
20 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
21 Representative Service Award, the Class Counsel Award, PAGA Penalty Amount and
22 the Settlement Administration Costs and *exclusive* of the employer's share of payroll
23 tax, if any, triggered by any payment under this Settlement.
- 24 II. "Workweeks" means the number of weeks of employment during the Class Period
25 that each Class Member was employed by Defendant in California, excluding weeks
26 during which the Class Member did not perform any work for Defendant.

1 **II. RECITALS**

2 A. On February 10, 2022, Plaintiff filed a Notice of Violations with the Labor and
3 Workforce Development Agency (LWDA) and served the same on Defendant.

4 B. On April 26, 2022, Plaintiff filed the class action lawsuit for:

5 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

6 2. Failure to pay minimum wages in violation of California Labor Code sections
7 1194, 1197 and 1197.1;

8 3. Failure to pay overtime wages in violation of California Labor Code sections
9 510 *et seq*;

10 4. Failure to provide required meal periods in violation of California Labor Code
11 sections 226.7 and 512 and the applicable IWC wage order;

12 5. Failure to provide required rest periods in violation of California Labor Code
13 sections 226.7 and 512 and the applicable IWC wage order;

14 6. Failure to provide accurate itemized wage statements in violation of California
15 Labor Code section 226;

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

18 8. Failure to reimburse employees for required expenses in violation of
19 California Labor Code section 2802;

20 9. Violation of the Private Attorneys General Act [Labor Code section 2698].

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

26 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
27 alleged in the Action, disputes any wages, damages, and penalties claimed by the
28

1 Class Representative are owed, and further contends that, for any purpose other than
2 settlement, the Action is not appropriate for class or representative action treatment.
3 Defendant contends, among other things, that at all times it complied with the
4 California Labor Code and the Industrial Wage Commission Orders.

5 E. The Class Representative is represented by Class Counsel. Class Counsel conducted
6 an investigation into the facts relevant to the Action, including conducting an
7 independent investigation as to the allegations, reviewing documents and information
8 exchanged through informal discovery, and reviewing documents and information
9 provided by Defendant pursuant to informal requests for information to prepare for
10 mediation. Based on their own independent investigation and evaluation, Class
11 Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and
12 adequate, and is in the best interest of the Settlement Class in light of all known facts
13 and circumstances, including the risks of significant delay, defenses asserted by
14 Defendant, uncertainties regarding class certification, and numerous potential
15 appellate issues. Defendant denies any liability and is agreeing to this Settlement
16 solely to avoid the inconveniences and cost of further litigation. The Parties and their
17 counsel have agreed to settle the claims on the terms set forth in this Agreement.

18 F. On March 10, 2023, the Parties participated in mediation presided over by Tripper
19 Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions.
20 The mediation concluded with a settlement after the Parties agreed to a Mediator's
21 Proposal which was memorialized in the form of a Memorandum of Understanding
22 ("MOU").

23 G. This Agreement replaces and supersedes the MOU and any other agreements,
24 understandings, or representations between the Parties. This Agreement represents a
25 compromise and settlement of highly disputed claims. Nothing in this Agreement is
26 intended or will be construed as an admission by Defendant that the claims in the
27 Action of Plaintiff or the Class Members have merit or that Defendant bears any

liability to Plaintiff or the Class Members on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

H. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payment, the Class Representative Service Award, the Class Counsel Award, PAGA Penalty Amount, and the Settlement Administration Costs, as specified in this Agreement, equal to the Total Settlement Amount of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Total Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided for in Section III(A)(4) below, if any, Defendant shall not be required to pay more than the Total Settlement Amount.

- 1 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
2 Class was comprised of 943 individuals who collectively worked
3 approximately 34,217 Workweeks (“Projected Workweeks”) during the Class
4 Period. If the number of Workweeks is greater than 10% above the Projected
5 Workweeks (i.e., the number of Workweeks exceeds 37,639), Defendant has
6 the option to *either*: (1) increase the Gross Settlement Amount on a
7 proportional basis for the number of Workweeks over 10% of the Projected
8 Workweeks (i.e., if there was 11% increase in the number Workweeks,
9 Defendant would have the option to increase the Gross Settlement Amount by
10 1%), *or* (2) elect to end the Class Period on the date the number of Workweeks
11 equals 34,217, thereby limiting the covered Workweeks to 34,217 in lieu of
12 paying an increase to the Total Settlement Amount.
- 13 3. Settlement Payment. Defendant shall pay the Total Settlement Amount to the
14 Settlement Administrator on the Funding Date.
- 15 4. Defendant’s Share of Payroll Taxes. Defendant’s share of employer side
16 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
17 together with the Total Settlement Amount. The Settlement Administrator
18 shall be responsible for calculating and remitting Defendant’s share of
19 employer side payroll taxes.
- 20 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
21 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members,
22 on behalf of themselves and their respective former and present representatives,
23 agents, attorneys, heirs, administrators, successors and assigns, release the Released
24 Parties from the Class Released Claims for the Class Period.
- 25 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
26 consideration set forth in this Agreement, the Plaintiff and the Aggrieved Employees,
27 on behalf of themselves and their respective former and present representatives,
28

agents, attorneys, heirs, administrators, successors and assigns, along with the LWDA and the State of California, release the Released Parties from the PAGA Released Claims for the PAGA Period.

D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in this Agreement, Plaintiff waives, releases, acquits, and forever discharges the Released Parties from any and all claims, whether known or unknown, which exist or may exist on his behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also waives and relinquishes any and all claims, rights or benefits that he may have under California Civil Code § 1542, which provides as follows:

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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

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

1. The Court enters an order granting preliminary approval of the Settlement;

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the Total Settlement Amount.

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

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.
4. If Defendant fails to fully fund the Total Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice

1 to the Settlement Class Members and all Settlement Administration Costs
2 incurred to the date of nullification.

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

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

20 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
21 the "acknowledging party" and each Party to this Agreement other than the
22 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
23 of this Agreement, and no written communication or disclosure between or among the
24 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
25 such communication or disclosure constitute or be construed or be relied upon as, tax
26 advice within the meaning of United States Treasury Department Circular No. 230 (31
27 CFR, Subtitle A, part 10, as amended); (2) the acknowledging party (a) has relied
28

1 exclusively upon his, her, or its own independent legal and tax counsel for advice
2 (including tax advice) in connection with this Agreement, (b) has not entered into this
3 Agreement based upon the recommendation of any other party or any attorney or
4 advisor to any other party, and (c) is not entitled to rely upon any communication or
5 disclosure by any attorney or adviser to any other party to avoid any tax penalty that
6 may be imposed on the acknowledging party, and (3) no attorney or adviser to any
7 other party has imposed any limitation that protects the confidentiality of any such
8 attorney's or adviser's tax strategies (regardless of whether such limitation is legally
9 binding) upon disclosure by the acknowledging party of the tax treatment or tax
10 structure of any transaction, including any transaction contemplated by this
11 Agreement.

12 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
13 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
14 which shall include this Settlement Agreement ("Preliminary Approval Motion").
15 Plaintiff will provide Defendant with a draft of the Preliminary Approval Motion at
16 least five (5) business days prior to the filing of the Preliminary Approval Motion to
17 give Defendant an opportunity to propose changes or additions to the Preliminary
18 Approval Motion.

19 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
20 establishing and administering the QSF; calculating, processing and mailing payments
21 to the Class Representative, Class Counsel, LWDA, and Class Members; printing and
22 mailing the Notice Packets to the Class Members as directed by the Court; receiving
23 and reporting the objections and requests for exclusion; calculating, deducting and
24 remitting all legally required taxes from Individual Settlement Payments and
25 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
26 Settlement Payments and/or Aggrieved Employee Payments of the PAGA Penalty
27 Amount; processing and mailing tax payments to the appropriate state and federal
28

1 taxing authorities; providing declaration(s) as necessary in support of preliminary
2 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
3 or the Court orders the Settlement Administrator to perform. The Settlement
4 Administrator shall keep the Parties timely apprised of the performance of all
5 Settlement Administrator responsibilities by, among other things, sending a weekly
6 status report to the Parties' counsel stating the date of the mailing, the number of
7 Elections Not to Participate in Settlement it receives (including the numbers of valid
8 and deficient), and number of objections received.

9 L. Notice Procedure.

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

14 2. Notice Packets.

15 a) The Notice Packet shall contain the Notice of Pendency of Class
16 Action Settlement in a form substantially similar to the form attached
17 as Exhibit A. The Notice of Pendency of Class Action Settlement shall
18 inform Class Members and Aggrieved Employees that they need not
19 do anything in order to receive an Individual Settlement Payment
20 and/or Aggrieved Employees' individual shares of the PAGA Penalty
21 Amount and to keep the Settlement Administrator apprised of their
22 current mailing address, to which the Individual Settlement Payments
23 and/or Aggrieved Employee Payments of the PAGA Penalty Amount
24 will be mailed following the Funding Date. The Notice of Pendency
25 of Class Action Settlement shall set forth the release to be given by all
26 members of the Class who do not request to be excluded from the
27 Settlement Class and/or Aggrieved Employees' in exchange for an
28

1 Individual Settlement Payment and/or Aggrieved Employee Payments
2 of the PAGA Penalty Amount, the number of Workweeks worked by
3 each Class Member during the Class Period and PAGA Period, if any,
4 and the estimated amount of their Individual Settlement Payment if
5 they do not request to be excluded from the Settlement and each
6 Aggrieved Employee's share of the PAGA Penalty Amount, if any.
7 The Settlement Administrator shall use the Class Data to determine
8 Class Members' Workweeks and PAGA Pay Periods. The Notice will
9 also advise the Aggrieved Employees that they will release the PAGA
10 Released Claims and will receive their share of the PAGA Penalty
11 Amount regardless of whether they request to be excluded from the
12 Settlement.

13 b) The Notice Packet's mailing envelope shall include the following
14 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
15 ENTITLED TO PARTICIPATE IN A CLASS ACTION
16 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
17 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
18 NOTICE."

19 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
20 Settlement Administrator will perform a search based on the National Change
21 of Address Database to update and correct any known or identifiable address
22 changes. No later than fourteen (14) calendar days after receiving the Class
23 Data from Defendant, the Settlement Administrator shall mail copies of the
24 Notice Packet to all Class Members via regular First-Class U.S. Mail. The
25 Settlement Administrator shall exercise its best judgment to determine the
26 current mailing address for each Class Member. The address identified by the
27
28

1 Settlement Administrator as the current mailing address shall be presumed to
2 be the best mailing address for each Class Member.

3 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
4 Administrator as undeliverable or non-delivered on or before the Response
5 Deadline shall be re-mailed to any forwarding address provided. If no
6 forwarding address is provided, the Settlement Administrator shall promptly
7 attempt to determine a correct address by lawful use of skip-tracing, or other
8 search using the name, address and/or Social Security number of the Class
9 Member involved, and shall then perform a re-mailing within seven (7) days
10 of receipt of the undeliverable Notice Packet, if another mailing address is
11 identified by the Settlement Administrator. Class Members who received a
12 re-mailed Notice Packet shall have their Response Deadline extended fifteen
13 (15) days from the original Response Deadline.

14 5. Disputes Regarding Individual Settlement Payments. The Class Data provided
15 by Defendant shall be deemed accurate and complete; however, Class
16 Members will have the opportunity, should they disagree with Defendant's
17 records regarding the start and end dates of employment to provide
18 documentation and/or an explanation to show contrary dates. If there is a
19 dispute, the Settlement Administrator will consult with the Parties to
20 determine whether an adjustment is warranted. The Settlement Administrator
21 shall determine the eligibility for, and the amounts of, any Individual
22 Settlement Payments under the terms of this Agreement. The Settlement
23 Administrator's determination of the eligibility for and amount of any
24 Individual Settlement Payment shall be binding upon the Class Member and
25 the Parties. Any adjustments to Individual Settlement Payments made
26 pursuant to this section shall be apportioned from the Net Settlement Amount
27
28

1 and shall under no circumstance require Defendant to contribute additional
2 monies above and beyond the Total Settlement Amount.

3 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
4 by the Settlement Administrator concerning the administration of the
5 Settlement will be resolved by the Court under the laws of the State of
6 California. Before any such involvement of the Court, counsel for the Parties
7 will confer in good faith to resolve the disputes without the necessity of
8 involving the Court.

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

1 will also advise the Aggrieved Employees that they will release the PAGA
2 Released Claims and will receive their share of the PAGA Penalty Amount
3 regardless of whether they request to be excluded from the Settlement. If 10%
4 or more of the Class Members request to be excluded from the Settlement,
5 Defendant shall have the option to cancel the Settlement Agreement.
6 Defendant agrees not to induce or influence Class Members to opt out of the
7 Settlement.

- 8 8. Objections. The Notice of Pendency of Class Action Settlement contained in
9 the Notice Packet shall state that Class Members who wish to object to the
10 Settlement may submit to the Settlement Administrator a written statement of
11 objection (“Notice of Objection”) by the Response Deadline. The postmark
12 date of mailing shall be deemed the exclusive means for determining whether
13 a Notice of Objection was served timely. The Notice of Objection must be
14 signed by the Settlement Class Member and state: (1) the case name and
15 number; (2) the name of the Settlement Class Member; (3) the address of the
16 Settlement Class Member; (4) the last four digits of the Settlement Class
17 Member’s Social Security number; (5) the basis for the objection; and (6) if
18 the Settlement Class Member intends to appear at the Final
19 Approval/Settlement Fairness Hearing. Class Members who fail to make
20 objections in writing in the manner specified above may still make their
21 objections orally at the Final Approval/Settlement Fairness Hearing with the
22 Court’s permission. Settlement Class Members will have a right to appear at
23 the Final Approval/Settlement Fairness Hearing to have their objections heard
24 by the Court. At no time shall any of the Parties or their counsel seek to solicit
25 or otherwise encourage Class Members to file or serve written objections to
26 the Settlement or appeal from the Order and Final Judgment. Class Members
27
28

who submit a written request for exclusion may not object to the Settlement.

Class Members may not object to the PAGA Penalty Amount.

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

1. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

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

1 Aggrieved Employee Payment to calculate each Aggrieved Employee's
2 estimated share of the PAGA Penalty Amount.

3 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
4 Settlement Payments shall be allocated as follows: 20% as wages ("Wage
5 Portion"); 80% as penalties and interest ("Non-Wage Portion"). The Wage
6 Portion is subject to wage withholdings and shall be reported on IRS Form W-
7 2. The Non-Wage Portion shall not be subject to wage withholdings and shall
8 be reported on IRS Form 1099.

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

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

23 6. All monies received by Settlement Class Members under the Settlement which
24 are attributable to wages shall constitute income to such Settlement Class
25 Members solely in the year in which such monies actually are received by the
26 Settlement Class Members. It is the intent of the Parties that Individual
27 Settlement Payments and Aggrieved Employee Payments of the PAGA Penalty
28

1 Amount provided for in this Settlement Agreement are the sole payments to be
2 made by Defendant to Settlement Class Members and/or Aggrieved Employees
3 in connection with this Settlement Agreement, with the exception of Plaintiff,
4 and that the Settlement Class Members and/or Aggrieved Employees are not
5 entitled to any new or additional compensation or benefits as a result of having
6 received the Individual Settlement Payments and/or the Aggrieved Employee
7 Payments.

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

12 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
13 Employees shall remain valid and negotiable for one hundred and eighty (180)
14 days from the date of their issuance. If a Settlement Class Member and/or
15 Aggrieved Employee does not cash his or her settlement check within 90 days,
16 the Settlement Administrator will send a letter to such persons, advising that
17 the check will expire after the 180th day, and invite that Settlement Class
18 Member and/or Aggrieved Employee to request reissuance in the event the
19 check was destroyed, lost, or misplaced. In the event an Individual Settlement
20 Payment and/or Aggrieved Employee Payment check has not been cashed
21 within one hundred and eighty (180) days, in compliance with Code of Civil
22 Procedure section 384, the Settlement Administrator will pay over the amount
23 represented by the uncashed check and any interest accrued thereon, to the
24 California State Controller's Office in the name of the Settlement Class
25 Member or Aggrieved Employee. The Parties acknowledge that California
26 Code of Civil section 384 and the Doctrine of Cy Pres are not applicable to
27 this Agreement because the terms of this Agreement expressly provide for the
28

1 disposition of the entire Total Settlement Amount, whether claimed or
2 unclaimed. Although Settlement Class Members and/or Aggrieved
3 Employees who do not timely cash their Individual Settlement Payment
4 checks and/or Aggrieved Employee Payment checks shall not receive the
5 monies from those checks (because the checks shall be deemed null and void),
6 such persons shall nonetheless be Settlement Class Members and will be
7 bound by all terms of the Agreement and any Final Approval Order and
8 Judgment entered in this Action if the Settlement is approved, including the
9 release of the Class Released Claims, unless they timely file a valid Request
10 for Exclusion as set forth in the Agreement, and the release of the PAGA
11 Released Claims

- 12 9. Class Representative Service Award. In addition to the Individual Settlement
13 Payment and his Aggrieved Employee Payment, Plaintiff will apply to the
14 Court for an award of not more than \$10,000.00, as the Class Representative
15 Service Award. Defendant does not presently intend to oppose a Class
16 Representative Service Award of not more than \$10,000.00 for Plaintiff. The
17 Settlement Administrator shall pay the Class Representative Service Award,
18 either in the amount stated herein if approved by the Court or some other
19 amount as approved by the Court, to Plaintiff from the Total Settlement
20 Amount no later than fifteen (15) calendar days after the Funding Date. Any
21 portion of the requested Class Representative Service Award that is not
22 awarded to the Class Representative shall be part of the Net Settlement
23 Amount and shall be distributed to Settlement Class Members as provided in
24 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
25 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff
26 shall be solely and legally responsible to pay any and all applicable taxes on
27 his Class Representative Service Award and shall hold harmless the
28

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

9 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
10 attorneys' fees not to exceed one-third of the Total Settlement Amount
11 currently estimated to be \$216,666.66, plus costs and expenses supported by
12 declaration not to exceed Twenty-Five Thousand Dollars and Zero Cents
13 (\$25,000.00), from the Total Settlement Amount will be filed. Any portion of
14 the requested Class Counsel Award that is not awarded to Class Counsel shall
15 be part of the Net Settlement Amount and shall be distributed to Settlement
16 Class Members as provided in this Agreement. The Settlement Administrator
17 shall allocate and pay the Class Counsel Award to Class Counsel from the
18 Total Settlement Amount no later than fifteen (15) calendar days after the
19 Funding Date. Class Counsel shall be solely and legally responsible to pay all
20 applicable taxes on the payment made pursuant to this paragraph. The
21 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
22 Counsel for the payments made pursuant to this paragraph. If the Court
23 reduces or does not approve the requested Class Counsel Award, Plaintiff and
24 Class Counsel shall not have the right to revoke the Settlement, or to appeal
25 such order, and the Settlement will remain binding.

26 11. PAGA Penalty Amount. Thirty Thousand Dollars and Zero Cents
27 (\$30,000.00) shall be allocated from the Total Settlement Amount for
28

1 settlement of claims for civil penalties under the Private Attorneys General
2 Act of 2004 as the PAGA Penalty Amount. The Settlement Administrator
3 shall pay seventy-five percent (75%) of the PAGA Penalty Amount
4 (\$22,500.00) to the California Labor and Workforce Development Agency no
5 later than fifteen (15) calendar days after the Funding Date (“LWDA
6 Payment”). Twenty-five percent (25%) of the PAGA Penalty Amount
7 (\$7,500.00) will be distributed to the Aggrieved Employees as the Aggrieved
8 Employee Payment. For purposes of distributing the PAGA Penalty Amount
9 to the Aggrieved Employees, each Aggrieved Employee shall receive their
10 pro-rata share of the Aggrieved Employee Payment using the PAGA Payment
11 Ratio as defined above.

12 12. Settlement Administration Costs. The Settlement Administrator shall be paid
13 for the costs of administration of the Settlement from the Total Settlement
14 Amount. The estimate of the Settlement Administration Costs is \$12,000.00.
15 The Settlement Administrator shall be paid the Settlement Administration
16 Costs no later than fifteen (15) calendar days after the Funding Date.

17 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
18 the Court a Motion for Order Granting Final Approval and Entering Judgment (“Final
19 Approval Motion”), within twenty-eight (28) days following the expiration of the
20 Response Deadline, which motion shall request final approval of the Settlement and
21 a determination of the amounts payable for the Class Representative Service Award,
22 the Class Counsel Award, the PAGA Penalty Amount, and the Settlement
23 Administration Costs. Plaintiff will provide Defendant with a draft of the Final
24 Approval Motion at least five (5) business days prior to the filing of the Final
25 Approval Motion to give Defendant an opportunity to propose changes or additions
26 to the Final Approval Motion.

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the names of the Class Members who requested exclusion, the number of objections received, the amount of the average Individual Settlement Payment, highest Individual Settlement Payment, and lowest Individual Settlement Payment, the amount of the average Aggrieved Employee Payment, highest Aggrieved Employee Payment, and lowest Aggrieved Employee Payment, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

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

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

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 4 Q. Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 6 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
7 Agreement among these Parties, and no oral or written representations, warranties or
8 inducements have been made to any Party concerning this Agreement or its Exhibit
9 other than the representations, warranties and covenants contained and memorialized
10 in this Agreement and its Exhibit.
- 11 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate
13 this Agreement and to take all appropriate Action required or permitted to be taken by
14 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
15 documents required to effectuate the terms of this Agreement. The persons signing
16 this Agreement on behalf of Defendant represents and warrants that he/she is
17 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
18 warrants that he is authorized to sign this Agreement and that he has not assigned any
19 claim, or part of a claim, covered by this Settlement to a third-party.
- 20 T. No Public Comment: The Parties and their counsel agree that they will not issue any
21 press releases, initiate any contact with the press, respond to any press inquiry, or have
22 any communication with the press about the fact, amount, or terms of the Settlement
23 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
24 of its terms for any marketing or promotional purposes. Nothing herein will restrict
25 Class Counsel from including publicly available information regarding this settlement
26 in future judicial submissions regarding Class Counsel's qualifications and experience.
27 Further, Class Counsel will not include, reference or use the Settlement Agreement for
28

any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

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

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

W. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

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

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

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

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Defendant in any judicial, arbitral, administrative, or other forum, including, but not limited to, any and all claims relating

1 to or arising from Plaintiff's employment with Defendant, regardless of whether Class
2 Counsel is currently aware of any facts or legal theories upon which any claims or
3 causes of action could be brought against the Defendant, including those facts or legal
4 theories alleged in the operative complaint in this Action. The Parties further
5 acknowledge, understand, and agree that this representation is essential to the
6 Agreement and that this Agreement would not have been entered into were it not for
7 this representation.

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

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

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

21
22 DATED: Jun 3, 2023


Alan (Jun 3, 2023 13:11 PDT)

ALAN CARRILLO RODRIGUEZ

23
24
25
26
27 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

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

2
3 DATED: 5/31/2023 | 2:48 PM PDT

DocuSigned by:
Dave Schlenz
F33C7B8AA45241F...

4 TITAN WORKFORCE
5 Dave Schlenz
6 Printed Name
7 President
8 Title

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: June 5, 2023

JCL LAW FIRM, A.P.C.

4 By: 
5

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: June 5, 2023

ZAKAY LAW GROUP, APLC

9 By: 
10

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: June 1, 2023

Castle Law: California Employment Counsel, PC

15 By: 
16

17 Timothy B. Del Castillo, Esq.
18 Attorneys for Defendant
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

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

(Carrillo v. Titan Workforce, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-3036)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< [REDACTED] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the Individual Settlement Payment, you will release claims against the Released Parties as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Joaquin (the “Court”) has been reached between Plaintiff Alan Carrillo Rodriguez (“Plaintiff”) and Defendant Titan Workforce (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All current and former hourly-paid or non-exempt employees of Defendant in California during the Class Period.

The “Class Period” is the time period between April 26, 2018, through May 10, 2023.

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

2. What is this class action lawsuit about?

On April 26, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Joaquin (the "Action"). Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and (i) Violated the Private Attorney General Act ("PAGA"), Labor Code Section 2698, *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant fully reimbursed members of the class for all required expenses; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On March 10, 2023, the Parties participated in an all-day mediation with Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement after the Parties agreed to a Mediator's Proposal which was memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay an "all in" amount of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) (the "Total Settlement Amount") to fund the Settlement. The Total Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, the Class Counsel Award, Settlement Administration Costs, the PAGA Penalty Amount, and the Class Representative Service Award to the Plaintiff.

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

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$12,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel of a Class Counsel Award comprised payment of attorneys' fees of no more than 1/3 of the Total Settlement Amount (currently \$216,666.66), plus costs and expenses in an amount not to exceed \$25,000 for all expenses incurred as documented in Class Counsel's billing records, subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalty Amount. A payment of \$30,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$22,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$7,500 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Penalty Amount, and the Settlement Administration Costs are deducted from the Total Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payments shall be calculated by adding up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). A "Workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, the Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Net PAGA Amount shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be calculated by adding up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the PAGA Penalty Amount. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California during the PAGA Period. The PAGA Period means the period between February 10, 2021, through May 10, 2023.

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

Tax Matters. 20% of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 80% of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue

Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released by Settlement Class Members. Upon entry of final judgment and funding in full of the Total Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all claims, rights, demands, liabilities, and causes of action under state, federal, or local law, including those under the Labor Code, Wage Orders, regulations, and/or other provisions of law, whether known or unknown, arising out of the claims expressly pleaded in the Action, or that could reasonably have been pled in the Action, based on the factual allegations contained in the operative complaints and PAGA letters and any amendments thereto, or facts that were ascertained during the pendency of the Action, including, without limitation, the following categories: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to reimburse necessary business expenses; (9) failure to keep accurate records; and (10) violation of California's unfair competition law arising from the violations of the California Labor Code outlined above. The Class Released Claims expressly exclude any and all claims for civil penalties arising under the Labor Code Private Attorneys General Act, which are separately released.

Release by the Aggrieved Employees. The Released PAGA Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Total Settlement Amount by Defendant, all Aggrieved Employees shall release all PAGA claims alleged in the operative Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, or that reasonably could have been alleged in the operative Complaint and Plaintiff's PAGA notice to the LWDA, and expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (April 26, 2018, through May 10, 2023).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (February 10, 2021, through May 10, 2023).

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

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

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700.

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Carrillo v. Titan Workforce, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-3036*. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Carrillo v. Titan Workforce, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-3036*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Co-Counsel for Defendant:

Timothy B. Del Castillo, Esq.
Lisa Bradner, Esq.
Castle Law Employment, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Tel.: 916-245-0122
E-Mail:
tdc@castleemploymentlaw.com
lb@castleemploymentlaw.com

Class Counsel:

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

Co-Counsel for Defendant:

[Avalon Johnson Fitzgerald, Esq.](#)
Reynold Tilbury Woodward, LLP
11601 Blocker Driver, Suite 105
Auburn, CA 95603
Tel.: 530-885-8500
Fax: 530-885-8113
E-Mail: afitzgerald@rtwlawllp.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Joaquin County Superior Court, Department 10D, located 180 E. Weber Ave., Suite 200, Stockton, CA 95202 before Judge Barbara Kronlund. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at (800) 355-0700 or write to *Carrillo v. Titan Workforce, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-3036*, Settlement Administrator, c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall distribute all funds from such uncashed checks to the California State Controller's Office in the name of the Settlement Class Member or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

NOV 30 2023

Filed
STEPHANIE BOHRER, CLERK

By Alfonso S. Hille
DEPUTY

JCL LAW FIRM, APC

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

ZAKAY LAW GROUP, APLC

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

Attorneys for Plaintiff ALAN CARRILLO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

ALAN CARRILLO RODRIGUEZ, an
individual, on behalf of himself and on behalf
of all persons similarly situated,

Plaintiff,

v.

TITAN WORKFORCE, a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0003036

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT

Date:

10/14/23

Time:

9:00 am.

Judge:

Hon. Barbara Kronlund

Dept.:

10D

1 This matter having come before the Honorable Judge Barbara Kronlund of the Superior Court
2 of the State of California, in and for the County of San Joaquin, at 9:00 (a.m.)/p.m. on
3 November 30, 2023, with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O.
4 Zakay, Esq. of the Zakay Law Group, APLC as counsel for plaintiff ALAN CARRILLO RODRIGUEZ
5 ("Plaintiff"), and Timothy B. Del Castillo, Esq. of Castle Law: California Employment Counsel, PC,
6 appearing for Defendant TITAN WORKFORCE, a California Corporation (hereinafter "Defendant").
7 The Court, having carefully considered the briefs, argument of counsel and all the matters presented to
8 the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of
9 Class Action Settlement.

10 **IT IS HEREBY ORDERED:**

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

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

18 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
19 Defendant shall pay is Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00). It appears
20 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

28 ///

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

7 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Total
8 Settlement Amount, currently estimated at Two Hundred Sixteen Thousand, Six Hundred Sixty-Six
9 Dollars and Sixty-Six Cents (\$216,666.66), plus reimbursement of actually incurred litigation cost in
10 an amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), and proposed Class
11 Representative Service Award to the Class Representative, Alan Carrillo Rodriguez, in an amount of
12 not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be
13 within the range of reasonableness, the Court will not approve the Class Counsel Award or the Class
14 Representative Service Award until the Final Approval Hearing.

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

19 All current and former hourly-paid or non-exempt employees employed by
20 Defendant in California during the period between Class Period [April 26,
21 2018, through May 10, 2023].

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

1 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
2 to act as counsel for the Class Representative in his individual capacity and as the representative of the
3 Class Members.

4 8. The Court provisionally appoints plaintiff Alan Carrillo Rodriguez as the representative
5 of the Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
7 APC, and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

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

18 11. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. Within
19 ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement
20 Administrator with the Class Data, including information regarding Class Members that Defendant will
21 in good faith compile from its records, including each Class Member's full name; last known mailing
22 address; Social Security Number; and total number of Class Period Workweeks and PAGA Pay Periods.
23 No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement
24 Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S.
25 Mail.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
2 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
3 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
4 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
5 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
6 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
7 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
8 by all determinations of the Court, the Agreement, and Judgment.

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

15 14. A final approval hearing shall be held before this Court on March 28, 2024 at
16 9:00 AM/PM in Department 10D of the San Joaquin County Superior Court to determine all
17 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
18 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
19 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
20 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
21 reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service
22 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
23 and the Motion for Class Counsel Award and Class Representative Service Award shall be filed with
24 the Court and served on all counsel within twenty-eight (28) days following the expiration of the
25 Response Deadline.

26 15. In the event the Settlement does not become effective in accordance with the terms of the
27 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
28 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,

1 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
2 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
3 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
4 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
5 is not approved.

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

9
10
11 NOV 30 2023

12 Dated: _____



13 JUDGE OF THE SUPERIOR COURT

14 BARBARA A. KROWLUND
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 3

Laura Gonzalez Mendez

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, September 18, 2023 4:38 PM
To: Laura Gonzalez Mendez
Subject: Thank you for your Proposed Settlement Submission

09/18/2023 04:36:57 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 4

EXHIBIT 5

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

- *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 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);