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Attorneys for Plaintiff ABIGAIL CHAMBERLAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF YOLO

ABIGAIL CHAMBERLAN, an individual(s),
on behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CLASSIC VMS, INC., (dba WOODLAND
BODY WORKS and COLLISION PROS), a
California Corporation; COLLISION PRO'S
INC., a California Corporation; and DOES 1
through 50, Inclusive,

Defendants.

Case No. CV2022-0652

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

Date: December 5, 2023

Time: 10:00 a.m.

Judge: Hon. Samuel T. McAdam

Dept.: 10

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 co-counsel of record for
5 Plaintiff ABIGAIL CHAMBERLAN, an individual, on behalf of herself, and on behalf of all persons
6 similarly situated (hereafter "Plaintiff") in this wage and hour class action filed against CLASSIC VMS,
7 INC., (dba WOODLAND BODY WORKS and COLLISION PROS), a California Corporation, and
8 COLLISION PRO'S INC., a California Corporation (hereinafter "Defendants").

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

11 **I. EXHIBITS**

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

16 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
17 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
18 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
19 Counsel's compliance with California Labor Code Section 2699(1)(2).

20 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the JCL Law Firm "Firm
21 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

22 **II. INTRODUCTION**

23 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Settlement Class Members. The relief offered by the
26 Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs

pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendants prevailing at trial. There are approximately 150 Aggrieved Employees. The entire Net Settlement Amount will be paid to all Settlement Class Members who do not opt out of the Settlement resulting in an average Individual Settlement Payment of **\$780.39**.

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

III. FACTS AND PROCEDURE

A. Overview of the Litigation

8. Defendants operate auto body repair shops in California, including in Yolo, where Plaintiff worked. Plaintiff was employed by Defendants from November of 2020 to July of 2021 as a non-exempt employee. Plaintiff alleges that she was denied legally compliant meal and rest periods, and minimum wages and overtime compensation at all times during her employment. Throughout her employment, Plaintiff was subject to Defendants' written policies and procedures contained in, among other documents, Defendants' Employee Handbook.

9. Generally, Plaintiff claims that Defendants failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages upon separation. Defendants deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, compliant reimbursement practices, and the timely payment of all wages due upon separation of employment.

10. On February 22, 2022, Plaintiff served Defendants and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendants’ alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of their intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* (“PAGA”).

11. On April 28, 2022, Plaintiff filed a class action complaint in the Yolo County Superior Court, Case No. CV2022-0652 (“Action”). The Action alleged nine causes of action against Defendants for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et. seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.* (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab Code §226; (7) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (8) Failure to Reimburse for Required Expenses in violation of Cal. Lab. Code § 2802; and (9) Violation of the Private Attorneys General Act, Labor Code §§ 2698, *et. seq.* (“PAGA”).

12. The Parties agreed relatively early to mediate this action. To prepare for mediation, the Parties agreed to informally produce additional documents and data points subject to the mediation privilege, including but not limited to, the Class Members' time data and certain payroll data points. As discussed *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data.

13. On May 12, 2023, the Parties participated in a full day mediation with Hon. Brian C. Walsh (Ret.), a jurist and wage and hour and PAGA mediator. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding.

1 Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of
2 the instant motion.

3 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

4 14. Months before filing the Action, Class Counsel began its pre-filing investigation into the
5 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
6 Plaintiff. As part of the interview process, the Plaintiff produced documents related to her employment,
7 including portions of Defendants' handbooks, compensation policies and time and payroll records. At
8 the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further
9 inquiry.

10 15. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In
11 response, Defendants produced hundreds of pages of documents, including but not limited, copies of
12 Plaintiff's personnel documents and payroll and time records. Class Counsel reviewed and analyzed
13 the documents and determined the documents appeared to substantiate Plaintiff's claim that Defendants
14 failed to, among other things, provide accurate wage statements and to provide compliant meal and rest
15 periods.

16 16. To prepare for mediation, Defendants produced the time and payroll records for the Class
17 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
18 paid to the Class Members, average hourly rate for the Class Members, and copies of applicable
19 handbooks, policies, and agreements. In total, Class Counsel reviewed nearly 500 pages of documents
20 and more than 445,000 unique cells of time and payroll data.

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

26 18. BCG analyzed Defendants' time and payroll data to assist in the development of various
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1 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
2 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
3 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
4 meal and rest periods, the amount of unpaid wages, the amount of unreimbursed expenses, the amount
5 of unpaid overtime, the amount of unreimbursed business expenses, and the amount of missed meal and
6 rest period premiums paid during the Class Period.

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

18 20. As set forth in greater detail above, Class Counsel conducted a very thorough
19 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
20 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
21 Although no two cases are identical, this research provided Class Counsel with a marker to inform
22 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
23 Class Counsel to realistically assess the value of Plaintiff's claims and intelligently engage defense
24 counsel in settlement discussions that culminated in the proposed settlement now before the Court.
25 Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation
26 of Plaintiff's claims. Based on its investigation of the facts, applicable law, and marketplace for similar
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1 settlements, and considering the risk of significant delay and uncertainty associated with litigation, and
2 the various defenses asserted by Defendants, Class Counsel firmly believe this Agreement to be in the
3 best interests of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate,
4 the Court should preliminarily approve the Settlement.

5 **C. The Parties Settled at Mediation**

6 21. The Parties participated in mediation the highly respected jurist and mediator Hon. Brian
7 C. Walsh (Ret.). Judge Walsh managed the Parties' expectations and provided a useful, neutral analysis
8 of the issues and risks to both sides. After a full day of mediated negotiations, the Parties reached an
9 agreement and the mediation session concluded with a settlement. Once the Parties finalized and
10 executed the terms of the Memorandum of Understanding, the Parties engaged in negotiations regarding
11 the written terms of the class action settlement. The Agreement is the final product of the mediated
12 negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable
13 compromise of the claims at issue.

14 **IV. ARGUMENT**

15 **A. The Court Should Preliminarily Approve the Settlement**

16 22. The Gross Settlement Amount of \$403,000.00 is fair and reasonable considering the
17 nature and magnitude of the claims being settled and the various potential impediments to recovery.
18 Prior to mediation, Class Counsel retained BCG to develop an economic damage model measuring
19 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The
20 damage model was informed by Class Counsel's investigation, including the analysis of a significant
21 sample of time and payroll data. Class Counsel projected Defendants' liability exposure for *class claims*
22 (excluding PAGA Penalties) was approximately \$1,253,942 if successful at trial. Thus, the Gross
23 Settlement Amount of \$403,000.00 represents approximately 32.14% of Defendants' *class-wide*
24 liability exposure as estimated by Class Counsel at the time of mediation. The following summarizes
25 Defendants' estimated exposure.

23. Plaintiff's primary claim in the Action alleged that Defendants failed to include bonuses and incentive compensation payments in the regular rate of pay for purposes of overtime, meal period premiums, and sick pay.

24. Defendants vigorously denied liability for this claim. Defendants argued, among other things, that all non-discretionary incentive compensation was properly included into the regular rate of pay. Plaintiff estimated Defendants' exposure for this claim at \$227,680.

25. Plaintiff also alleges that Defendants failed to provide compliant meal periods. Specifically, Plaintiff alleges that as a result of their rigorous work schedules, Plaintiff and Class Members were not able to take timely and duty-free meal periods. Consequently, Plaintiff alleges that she is owed meal period premiums for meal period violations that occurred during the Class Period.

26. Conversely, Defendants argued, among other things, that they provided all of their employees with the opportunity to take compliant meal periods. Defendants also argued that they maintained facially compliant meal period policies. Further, Defendants argued that they had a system in place to pay, and did pay, meal period premiums such that any liability for meal periods was nonexistent. Thus, Defendants argued that there was no potential liability for Plaintiff's alleged meal period violations and any claimed violations required a highly individualized inquiry not suitable to class treatment.

27. Plaintiff estimated Defendants' exposure for this claim at \$415,506.

28. Plaintiff also alleged that Defendants failed to provide compliant rest periods. Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Class Members were not able to take timely and duty-free rest periods.

29. Again, Defendants denied liability and asserted that they maintained legally compliant rest period policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost entirely, on Class Member testimony, making it a riskier claim at class certification and liability stages. Certification likely would have required depositions of Class Members who provided declarations, and

1 Defendants argued that they obtained opposing declarations stating either rest breaks were taken, or rest
2 breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013
3 WL 210223, at *11 (“Because of the competing testimony before the Court, plaintiff’s evidence that
4 Defendants may have an illegal, written rest break policy is insufficient for this Court to find that
5 common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012)
6 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not
7 generate uniform practices.”). Nevertheless, Plaintiff estimated Defendants’ exposure for this claim at
8 \$415,506.

9 30. Plaintiff alleged that Defendants required Class Members to incur personal expenses for
10 the use of their own personal cellular phones and personal vehicles. California employers who require
11 employees to incur personal business expenses for work purposes must reimburse the employee for the
12 cost incurred. (*See* Cal. Lab. Code § 2802(a), providing that “[a]n employer shall indemnify his or her
13 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
14 the discharge of his or her duties, or of his or her obedience to the directions of the employer....”).
15 However, Defendants failed to fully reimburse Plaintiff and Class Members for the costs incurred for
16 the use of their personal cellular phones and personal vehicles.

17 31. Again, Defendants denied any liability for this claim. Defendants argued that most of
18 their employees did not use cellphones and personal vehicles as a part of the performance of their duties
19 and on the rare occasion where employees did incur business expenses, these expenses were fully
20 reimbursed. Plaintiff estimated Defendants’ exposure for this claim at \$195,250.

21 32. Plaintiff alleges that Defendants’ alleged violations resulted in derivative violations of
22 Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various
23 penalties and weighed the potential recoveries against probable defenses. Specifically, Defendants
24 could argue that Plaintiff could not prove the “willful” prong needed to obtain waiting time penalties
25 under Labor Code section 203. Additionally, Defendants could argue that Plaintiff could not show that
26 Class Members suffered an “injury” because of wage statement violations, as required by Labor Code
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1 section 226. Defendants could also argue that that meal and rest period violations do not entitle
2 employees like Plaintiff and the Class Members to pursue the derivative waiting time and itemized
3 wage statement penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 927).
4 Plaintiff could not give the penalty claims great weight given that they depended on proving the
5 underlying claims, which had their own risks. Plaintiff estimated Defendants' exposure for this claim
6 at \$1,375,663.

7 33. In all, Class Counsel projected Defendants' liability exposure for PAGA claims at
8 \$1,286,800 if successful at trial.

9 34. Here, the Parties negotiated a good faith payment for PAGA Penalties in the amount of
10 \$20,000 which is 1.55% of the Gross Settlement Amount. This amount falls well within the range of
11 approved PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties (\$15,000.00) will be
12 paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA
13 Penalties (\$5,000.00) will be distributed to the Aggrieved Employees, which is within the range of
14 PAGA Penalties approved by courts and should be approved.

15 35. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
16 for each pay period the employee worked. Again, Defendants raised several defenses that presented
17 serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to those
18 arguments discussed *supra*, Defendants also argued that the Court of Appeals decision in *Cacho v.*
19 *Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and
20 manageability as to the rest period claims.

21 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

22 36. With respect to the most immediate challenge, i.e., class certification, the risks attendant
23 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
24 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded
25 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
26 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*

1 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
2 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
3 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
4 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
5 individualized questions of fact not susceptible to class treatment.”); *a.S.A. Cab Ltd.* (2009) 176
6 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
7 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
8 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
9 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
10 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
11 certification of driver meal and rest period claims based on the predominance of individual issues).
12 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
13 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
14 settlement.

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

22 38. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$403,000.00 that
23 is approximately 32.14% of Defendants’ *class-wide* liability exposure for damages, and approximately
24 15.33% of Defendants’ maximum class wide liability exposure for damages and statutory penalties.
25 Given the amount of the settlement here, as compared to potential value of the claims, offset by the
26 various inherent risks to continued litigation, the settlement is fair and reasonable.

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39. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class Members of their rights and remedies. The Settlement Administrator will first verify addresses, then mail the proposed Class Notice to all Class Members. The Notice will include information regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the procedure, and time period within which to request for exclusions or objections to the Settlement, the date for the final approval hearing, the formula used to calculate settlement payments, and the terms and scope of the Released Claims. Agreement at § III(L). The Parties negotiated this method to ensure the most reasonable method of notice to the Class Members while ensuring cost effective administration of the Settlement.

40. Accordingly, both the method of disseminating the Class Notice and content of the Class Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d 85 (the class notice must “fairly apprise the class members of the terms of the proposed settlement and of the options open to dissenting class members.”).)

C. The Court Should Preliminarily Approve the Class Representative Service Award

41. The Settlement provides for a Service Award of \$10,000.00 to Plaintiff. The service is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of her claims and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class Members, and agreeing to provide Class Members a general release of all claims arising out of their employment.

42. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the showing is sufficient for preliminary approval of the negotiated Service Award.

D. The Court Should Preliminary Approve the Negotiated Class Counsel Award

43. Class Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class Members. Considering the positive outcome for the Class Members, and in light of the supporting authority, the proposed Attorneys' Fees and Expenses are fair and reasonable.

44. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully submit that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

E. The Court Should Provisionally Certify the Settlement Class

45. For Settlement purposes only, Plaintiff contends, and Defendants do not dispute, that provisional certification of the Class is appropriate.

46. Because all Class Members are Defendants' current and former employees, the class is readily ascertainable from Defendants' regular business records, i.e., payroll records.

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

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

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

F. Class Counsel's Experience

50. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiffs firm representing aggrieved employees and consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate Attorney), Tesla Stone (Paralegal), Jennifer Heming (Paralegal), Laura Gonzalez Mendez (Paralegal), Madelyn Uchiyama (Legal Assistant), and Sara Christensen (Legal Assistant).

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

52. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 13 years. I have been in practice as a plaintiff's civil litigation attorney since April 2007.

53. I have significant class counsel and collective action counsel experience. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

54. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered in excess of \$75 million on behalf of the Firm's clients.

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

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

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

58. The parties agreed to appoint the Legal Services of Northern California, Inc. as the Cy Pres. I do not have any interest in, or relationship or connection with, the Legal Services of Northern California, Inc. Similarly, no attorney in my firm has such interest, relationship or connection.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of November 2023, at San Diego, California.

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade
Attorney for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiff

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CLASSIC VMS, INC., (dba WOODLAND
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50, Inclusive,

Defendants.

Case No.: CV2022-0652

[Action Filed April 28, 2022]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff ABIGAIL CHAMBERLAN (hereinafter “Plaintiff”), individually, on behalf of herself and on behalf of all persons similarly situated, and Defendants CLASSIC VMS, INC. (dba WOODLAND BODY WORKS and COLLISION PROS) and COLLISION PRO’S INC. (hereinafter “Defendants”) (together the “Parties”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Abigail Chamberlan v. Classic VMS, Inc., et al.*, Yolo County Superior Court, Case No. CV2022-0652, filed April 28, 2022.
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action and Release of Claims.
- C. “Aggrieved Employees” means all current and former non-exempt California employees who worked at Defendants at any time during the PAGA Period.
- D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the expenses they have incurred of up to \$15,000.
- E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$134,333.33 out of \$403,000.00. Attorneys’ fees will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).
- F. “Claims Administration Expenses” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$7,500.00.
- G. “Class” or the “Class Members” means all current and former non-exempt California employees who worked at Defendants at any time during the Class Period.
- H. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.

- 1 I. "Class Data" means information regarding Class Members that Defendants will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; start dates and end
5 dates of employment.
- 6 J. "Class Period" means the period between April 28, 2018 and May 12, 2023.
- 7 K. "Class Representative" shall mean Abigail Chamberlan.
- 8 L. "Court" means the Superior Court for the State of California, County of Yolo
9 currently presiding over the Action.
- 10 M. "Defendants" shall mean Classic VMS, Inc. and Collision Pro's Inc.
- 11 N. "Effective Date" means the date of final approval if no objections are filed to the
12 settlement. If objections are filed and overruled, and no appeal is taken of the final
13 approval order, then the effective date of final approval will be the date the Court
14 enters the order and judgment granting final approval of the settlement. If an appeal
15 is taken from the Court's overruling of objections to the settlement, then the effective
16 date of final approval will be twenty (20) days after the appeal is withdrawn or after
17 an appellate decision affirming the final approval decision becomes final.
- 18 O. "Funding Date" shall mean the date by which Defendants have paid the entire Gross
19 Settlement Amount to the Claims Administrator in accord with the terms of this
20 Agreement.
- 21 P. "Gross Settlement Amount" means Four Hundred Three Thousand Dollars
22 (\$403,000) that Defendants must pay into the QSF in connection with this Settlement,
23 inclusive of the sum of Individual Settlement Payments, Claims Administration
24 Expenses, Attorneys' Fees and Attorneys' Expenses, Service Award, and the PAGA
25 Payment and *exclusive* of the employer's share of payroll tax, if any, triggered by any
26 payment under this Settlement.

- 1 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
5 Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and
6 Claims Administration Expenses.
- 7 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
8 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 T. "Operative Complaint" shall mean the Complaint on file in the Action filed on April
11 28, 2022.
- 12 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
13 Labor Code § 2698 *et seq.*
- 14 V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
15 that each Aggrieved Employee worked for Defendants divided by the sum total of the
16 Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA
17 Period.
- 18 W. "PAGA Payment" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
19 from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved
20 Employees and 75% of the payment going to the Labor and Workforce Development
21 Agency ("LWDA Payment"). The amount of the PAGA Payment is subject to Court
22 approval pursuant to California Labor Code section 2699(l). Any reallocation of the
23 Gross Settlement Amount to increase the PAGA Payment will not constitute grounds
24 by either party to void this Agreement, so long as the Gross Settlement Amount
25 remains the same.
- 26 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
27 Employee Payment, as defined herein, means the number of pay periods of
28

employment during the PAGA Period that each Aggrieved Employee worked for Defendants in California.

Y. “PAGA Period” means the period between February 22, 2021 and May 12, 2023.

Z. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

AA. “Payment Ratio” means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

BB. “Plaintiff” shall mean Abigail Chamberlan.

CC. “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

DD. “Released Class Claims” shall mean the release from the Class Members of all class claims alleged in the operative complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

EE. “Released PAGA Claims” shall mean the release from the Aggrieved Employees of all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation and PAGA claims outside the PAGA Period.

FF. “Released Parties” shall include Defendants, as well as Defendants’ present and former owners, officers, shareholders, directors, agents, members, managers, employees, attorneys, insurers, parent companies, successors, affiliates or subsidiaries, and assigns.

1 GG. "Response Deadline" means the date forty-five (45) calendar 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 HH. "Service Award" mean an award in the amount of \$10,000 or in an amount that the
5 Court authorizes to be paid to the Class Representative, in addition to her Individual
6 Settlement Payment and her individual Aggrieved Employee Payment, in recognition
7 of her efforts and risks in assisting with the prosecution of the Action.

8 II. "Settlement" means the disposition of the Action pursuant to this Agreement.

9 JJ. "Settlement Administrator" means Apex Class Action LLC, 20371 Irvine Ave.,
10 Newport Beach, CA 92660; Tel: 1-800-355-0700. The Settlement Administrator
11 establishes, designates and maintains, as a QSF under Internal Revenue Code section
12 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
13 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
14 Class Members. The Settlement Administrator shall maintain the funds until
15 distribution in an account(s) segregated from the assets of Defendants and any person
16 related to Defendants. *All accrued interest shall be paid and distributed to the*
17 *Settlement Class Members as part of their respective Individual Settlement*
18 *Payment.*

19 KK. "Settlement Class Members" or "Settlement Class" means all Class Members who
20 have not submitted a timely and valid request for exclusion as provided in this
21 Agreement.

22 LL. "Workweeks," or "Workweek" as used herein shall, mean the number of weeks of
23 employment during the Class Period that each Class Member was employed by
24 Defendants in California.

25 **II. RECITALS**

26 A. On February 22, 2022, Plaintiff filed a Notice of Violations with the Labor and
27 Workforce Development Agency (LWDA) and served the same on Defendants.

28 B. On April 28, 2022, Plaintiff filed the Action, alleging claims for:

1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
 2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
 3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
 4. Failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 6. Failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226;
 7. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203;
 8. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802;
 9. Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- C. The Class Representative believes she has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.
- D. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.
- E. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as

1 to the allegations, reviewing documents and information exchanged through informal
2 discovery, and reviewing documents and information provided by Defendants
3 pursuant to informal requests for information to prepare for mediation. Defendants
4 produced for the purpose of settlement negotiations certain employment data
5 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
6 the assistance of an expert. Based on their own independent investigation and
7 evaluation, Class Counsel are of the opinion that the Settlement with Defendants is
8 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
9 considering all known facts and circumstances, including the risks of significant
10 delay, defenses asserted by Defendants, uncertainties regarding class certification,
11 and numerous potential appellate issues. Although they deny any liability, Defendants
12 are agreeing to this Settlement solely to avoid the inconveniences and cost of further
13 litigation. The Parties and their counsel have agreed to settle the claims on the terms
14 set forth in this Agreement.

15 F. On May 12, 2023, the Parties participated in mediation presided over by Hon. Brian
16 C. Walsh (Ret.), a respected jurist and experienced mediator of wage and hour class
17 and PAGA actions. The mediation concluded with a settlement, which was
18 subsequently memorialized in the form of a Memorandum of Understanding.

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

27 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
28 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 settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

- I. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve 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 Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of the Individual Settlement Payments, the Service Award, the Attorneys' Fees and Attorneys' Expenses, PAGA Payment, and the Claims Administration Expenses, as specified in this Agreement, equal to the Gross Settlement Amount of Four Hundred Three Thousand Dollars (\$403,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendants represent that the Settlement Class was comprised of 277 individuals who collectively worked approximately 16,200 workweeks ("Projected Workweeks") during the Class Period. Prior to the filing of the motion for Preliminary Approval, Defendants will provide Class Counsel with a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the Class Period. If the

Projected Workweeks increases by more than 10% of the estimated stated herein, the Gross Settlement Amount shall increase proportionally for the number of workweeks over 110% of the Projected Workweeks (17,820).

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

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

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

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

D. General Release by Plaintiff. As of the Funding Date, in partial consideration of the Service Award, 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 either Plaintiff's 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,

1 including, but not limited to claims for violation of the Fair Labor Standards Act, the
2 California Labor Code, the Wage Orders of California's Industrial Welfare
3 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
4 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
5 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
6 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
7 California's Whistleblower Protection Act, California Business & Professions Code
8 Section 17200 et seq., and any and all claims arising under any federal, state or other
9 governmental statute, law, regulation or ordinance. Plaintiff also waives and
10 relinquishes any and all claims, rights or benefits that he may have under California
11 Civil Code § 1542, which provides as follows:

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

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

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

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

- 14 1. The Court enters an order granting preliminary approval of the Settlement;
- 15 2. The Court enters an order granting final approval of the Settlement and a Final
16 Judgment;
- 17 3. If an objector appears at the final approval hearing, the time for appeal of the
18 Final Judgment and Order Granting Final Approval of Class Action
19 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
20 any appeal from the Judgment and Order Granting Final Approval of Class
21 Action Settlement; and
- 22 4. Defendants fully fund the Gross Settlement Amount.

23 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
24 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
25 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants
26 from obtaining a complete resolution of the Released Claims, or if Defendants fail to
27 fully fund the Gross Settlement Amount:
28

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. Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification if the Agreement is nullified due to Defendants' failure to fully fund the Gross Settlement Amount. If the Agreement is nullified for any other reason, both Parties shall equally bear the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

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

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

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

1 J. Preliminary Approval Motion. Within thirty (30) calendar days of execution of this
2 Agreement, or as soon thereafter as practicable, Plaintiff shall file with the Court a
3 Motion for Order Granting Preliminary Approval and supporting papers, which shall
4 include this Settlement Agreement. Plaintiff will provide Defendants with a draft of
5 the Motion at least 3 business days prior to the filing of the Motion to give Defendants
6 an opportunity to propose changes or additions to the Motion.

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

25 L. Notice Procedure.

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

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

3 2. Notice Packets.

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

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

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

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

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

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

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

21 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
22 Packet shall state that Class Members who wish to exclude themselves from
23 the Settlement must submit a signed copy of the Request for Exclusion form
24 to the Settlement Administrator by the Response Deadline. A Request for
25 Exclusion form will be mailed together with the Notice Packet to all Class
26 Members. The Request for Exclusion will not be valid if it is not timely
27 submitted, if it is not signed by the Class Member, or if it does not contain the
28 name and address and last four digits of the Social Security number of the

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

- 21 8. Objections. The Notice of Class Action Settlement contained in the Notice
22 Packet shall state that Class Members who wish to object to the Settlement
23 may submit to the Settlement Administrator a written statement of objection
24 (“Notice of Objection”) by the Response Deadline. The postmark date of
25 mailing shall be deemed the exclusive means for determining that a Notice of
26 Objection was served timely. The Notice of Objection, if in writing, must be
27 signed by the Settlement Class Member and state: (1) the case name and
28 number; (2) the name of the Settlement Class Member; (3) the address of the

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

15 M. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
16 pay the Gross Settlement Amount plus any employer's share of payroll taxes as
17 mandated by law within thirty (30) days of Final Approval if no objection is filed. If
18 an objection is filed, the Gross Settlement Amount will be funded on the 65th day
19 following entry of Judgment (provided no appeal is filed), or if an appeal to the
20 Judgment is filed, the Gross Settlement Amount will be funded within five (5) business
21 days after the Judgment is affirmed and the appellate proceeding the settlement has
22 been finally dismissed with no material change to the terms of this Settlement with no
23 right to pursue further remedies or relief.

24 1. Calculation of Individual Settlement Payments. Individual Settlement
25 Payments shall be paid from the Net Settlement Amount and shall be paid
26 pursuant to the formula set forth herein. Using the Class Data, the Settlement
27 Administrator shall add up the total number of Workweeks for all Class
28 Members. The respective Workweeks for each Class Member will be divided

1 by the total Workweeks for all Class Members, resulting in the Payment Ratio
2 for each Class Member. Each Class Member's Payment Ratio will then be
3 multiplied by the Net Settlement Amount to calculate each Class Member's
4 estimated Individual Settlement Payments. Each Individual Settlement
5 Payment will be reduced by any legally mandated employee tax withholdings
6 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
7 Members who submit valid and timely requests for exclusion will be
8 redistributed to Settlement Class Members who do not submit valid and timely
9 requests for exclusion on a pro rata basis based on their respective Payment
10 Ratios.

11 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
12 Class Data, the Settlement Administrator shall add up the total number of
13 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
14 The respective PAGA Pay Periods for each Aggrieved Employee will be
15 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
16 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
17 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
18 Aggrieved Employee's Portion of the PAGA Payment, \$5,000 (25% of
19 \$20,000), to calculate each Aggrieved Employee's estimated share of the
20 PAGA Payment.

21 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
22 Settlement Payments shall be allocated and treated as 25% wages ("Wage
23 Portion") and 75% penalties and pre-judgment interest ("Penalty and Interest
24 Portion"). The Wage Portion of the Individual Settlement Payments shall be
25 reported on IRS Form W-2 and the Penalty and Interest Portion of the
26 Individual Settlement Payments shall be reported on IRS Form 1099 issued
27 by the Settlement Agreement.
28

- 1 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
2 Employee Payments shall be allocated and treated as 100% penalties and shall
3 be reported on IRS Form 1099.
- 4 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
5 individual shares of the PAGA Payment made to Settlement Class Members
6 and/or Aggrieved Employees under this Settlement Agreement, as well as any
7 other payments made pursuant to this Settlement Agreement, will not be
8 utilized to calculate any additional benefits under any benefit plans to which
9 any Class Members may be eligible, including, but not limited to profit-
10 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
11 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
12 Parties' intention that this Settlement Agreement will not affect any rights,
13 contributions, or amounts to which any Class Members may be entitled under
14 any benefit plans.
- 15 6. All monies received by Settlement Class Members under the Settlement which
16 are attributable to wages shall constitute income to such Settlement Class
17 Members solely in the year in which such monies actually are received by the
18 Settlement Class Members. It is the intent of the Parties that Individual
19 Settlement Payments and individual shares of the PAGA Payment provided for
20 in this Settlement Agreement are the sole payments to be made by Defendants
21 to Settlement Class Members and/or Aggrieved Employees in connection with
22 this Settlement Agreement, with the exception of Plaintiffs, and that the
23 Settlement Class Members and/or Aggrieved Employees are not entitled to any
24 new or additional compensation or benefits as a result of having received the
25 Individual Settlement Payments and/or their shares of the Aggrieved Employee
26 Payment.
- 27 7. Mailing. Individual Settlement Payments and PAGA Payments shall be
28 mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or

Aggrieved Employees' last known mailing address no later than thirty (30) business days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to Legal Services of Northern California, Inc.

9. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and her individual share of the Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of not more than \$10,000.00 as the Service Award. Defendants will not oppose a Service Award of not more than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than thirty (30) business days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Service Award

1 and shall hold harmless the Released Parties from any claim or liability for
2 taxes, penalties, or interest arising as a result of the Service Awards. Approval
3 of this Settlement shall not be conditioned on Court approval of the requested
4 amount of the Service Award. If the Court reduces or does not approve the
5 requested Service Award, Plaintiff shall not have the right to revoke the
6 Settlement, and it will remain binding.

7 10. Attorneys' Fees and Attorneys' Expenses. Defendants understand Class
8 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
9 the Gross Settlement Amount currently estimated to be \$134,333.33 *and*
10 Attorneys' Expenses supported by declaration not to exceed Fifteen Thousand
11 Dollars (\$15,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses
12 shall be paid from the Gross Settlement Amount. Any portion of the requested
13 Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class
14 Counsel shall be part of the Net Settlement Amount and shall be distributed
15 to Settlement Class Members as provided in this Agreement. The Settlement
16 Administrator shall allocate and pay the Attorneys' Fees to Class Counsel
17 from the Gross Settlement Amount no later than thirty (30) calendar days after
18 the Funding Date. Class Counsel shall be solely and legally responsible to
19 pay all applicable taxes on the payment made pursuant to this paragraph. The
20 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
21 Counsel for the payments made pursuant to this paragraph. In the event that
22 the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff
23 and Class Counsel shall not have the right to revoke the Settlement, or to
24 appeal such order, and the Settlement will remain binding.

25 11. PAGA Payment. Twenty Thousand Dollars (\$20,000) shall be allocated from
26 the Gross Settlement Amount for settlement of claims for civil penalties under
27 the Private Attorneys General Act of 2004 ("PAGA Penalties"). The
28 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA

1 Payment (\$15,000) to the California Labor and Workforce Development
2 Agency no later than thirty (30) business days after the Effective Date
3 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
4 Payment (\$5,000) will be distributed to the Aggrieved Employees as described
5 in this Agreement. For purposes of distributing the PAGA Payment to the
6 Aggrieved Employees, each Aggrieved Employees shall receive their pro-rata
7 share of the Aggrieved Employee Payment using the PAGA Payment Ratio
8 as defined above.

9 12. Claims Administration Expenses. The Settlement Administrator shall be paid
10 for the costs of administration of the Settlement from the Gross Settlement
11 Amount. The estimate of the Administration Costs is \$7,500.00. The
12 Settlement Administrator shall be paid the Claims Administration Expenses
13 no later than thirty (30) business days after the Effective Date.

14 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
15 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
16 twenty-eight (28) days following the expiration of the Response Deadline, which
17 motion shall request final approval of the Settlement and a determination of the
18 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
19 Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff
20 will provide Defendants with a draft of the Motion at least 3 business days prior to
21 the filing of the Motion to give Defendants an opportunity to propose changes or
22 additions to the Motion.

23 1. Declaration by Settlement Administrator. No later than seven (7) days after
24 the Response Deadline, the Settlement Administrator shall submit a
25 declaration in support of Plaintiff's motion for final approval of this
26 Settlement detailing the number of Notice Packets mailed and re-mailed to
27 Class Members, the number of undeliverable Notice Packets, the number of
28 timely requests for exclusion, the number of objections received, the amount

1 of the average Individual Settlement Payment and highest Individual
2 Settlement Payment, the Claims Administration Expenses, and any other
3 information as the Parties mutually agree or the Court orders the Settlement
4 Administrator to provide.

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

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

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

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

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

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

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

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

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

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

DATED: Jul 13, 2023

Abigail c

Abigail c (Jul 13, 2023 09:04 PDT)

Abigail Chamberlan

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 7/10/23



Classic VMS, Inc.

BRIAN VON TRESS

Printed Name

CEO

Title

DATED: 7/10/23



Collision Pro's, Inc.

BRIAN VON TRESS

Printed Name

CEO

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: July 13, 2023

JCL LAW FIRM, A.P.C.

4 By: 

5 Attorneys for Plaintiff and the Settlement Class
6 Members

7
8 DATED: July 13, 2023

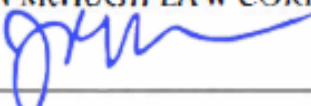
ZAKAY LAW GROUP, APLC

9 By: 

10 Attorneys for Plaintiff and the Settlement Class
11 Members

12 DATED: 7/13/2023

DUGGAN McHUGH LAW CORPORATION

13 By: 

14 Jenniter Duggan

15 Christina Bucci Hamilton

16 Attorneys for Defendants

17 CLASSIC|VMS, INC. and COLLISION PRO'S, INC.
18
19
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21
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EXHIBIT A

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

*(Chamberlan v. Classic VMS, Inc., Yolo County Superior Court
Case No. CV2022-0652)*

**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 Settlement Share 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 settlement payment, you will release claims against Defendants 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 or you may appear at the final hearing on [INSERT DATE] at [INSERT TIME] either in person or remotely. 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 Yolo (the “Court”) has been reached between Plaintiff Abigail Chamberlan (“Plaintiff”) and Defendant Classic VMS, Inc. (dba Woodland Body Works and Collision Pros), a California corporation, and Defendant Collision Pro’s Inc., a California corporation (“Defendants”). 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 non-exempt California employees who worked at Defendants at any time during the Class Period.

The “Class Period” is the period of time running from April 28, 2018 and May 12, 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 28, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Yolo (“Action”). Plaintiff asserted claims that Defendants: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code § 510 *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable Industrial Wage Commission (“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 business expenses in violation of California Labor Code § 2802; and (i) Violated the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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

On May 12, 2023, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.), a respected jurist and experienced mediator of wage and hour class actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four Hundred Three Thousand Dollars (\$403,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s Attorneys’ Fees and Attorneys’ Expenses, Claims Administration Expenses, the LWDA Payment, Aggrieved Employee Payments, and the Service Award to the Plaintiff.

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

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

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$7,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Attorneys’ Costs. Payment to Class Counsel of an award of Attorneys’ Fees of no more than 1/3 of the Gross Settlement Amount (currently \$134,333.33) and Attorneys’ Costs of not more than \$15,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to

Court approval. Class Counsel have been prosecuting the Action on behalf of 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.

- Service Award. A Service Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$20,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") ("LWDA Payment") and the remaining \$5,000 of which will be distributed to Aggrieved Employees as outlined below (the "Net PAGA Amount").
- Calculation of Individual Settlement Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees and Attorneys' Costs, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- 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 divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all current and former non-exempt California employees who worked at Defendants at any time during the PAGA Period. The PAGA Period means the period between February 22, 2021 and May 12, 2023.

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

Tax Matters. 25% 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. 75% of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments. No taxes will be withheld from the Interest and Penalty Portion, 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 Aggrieved Employee Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Release by Settlement Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all class claims alleged in the operative complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Release by the Aggrieved Employees. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendants, 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, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside 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 Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you worked << [REDACTED] >> Workweeks during the Class Period (April 28, 2018 to May 12, 2023).

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

Defendant's records reflect that you worked << [REDACTED] >> PAGA Pay Periods during the PAGA Period (February 22, 2021 to May 12, 2023).

Based on this information, your estimated Aggrieved Employee Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or 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: _____. (800) _____.

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will

be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: 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 *Chamberlan v. Classic VMS, Inc., Yolo County Superior Court, Case No. CV2022-0652*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is Apex Class Action, 20371 Irvine Ave., Suite 110, 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

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](http://www.zakaylaw.com)

Counsel for Defendant:

Jennifer E. Duggan, Esq.
Christina Bucci Hamilton, Esq.
Duggan McHugh Law Corporation
640 Fulton Ave., Suite 100
Sacramento, CA 95825
Tel.: (916) 550-5309
Fax: (916) 404-5900
E-Mail: jennifer@dugganmchugh.com
christina@dugganmchugh.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the Yolo County Superior Court, Dept. 10, located at 1000 Main Street, Woodland, CA 95695 before Judge Samuel T. McAdam. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at

the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-800-355-0700 or write to *Chamberlan v. Classic VMS, Inc., Yolo County Superior Court, Case No. CV2022-0652*, Settlement Administrator, c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- In the event an Individual Settlement Payment and/or Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to Legal Services of Northern California, Inc.

EXHIBIT 2

EXHIBIT 3

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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