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Attorneys for Plaintiff BRAD KLEIN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF RIVERSIDE**

BRAD KLEIN, an individual, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

v.

REDZONE SECURITY INC., a California  
Corporation; and DOES 1-50, Inclusive;

Defendants.

Case No. CVRI2202841

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

Date: April 29, 2024

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Reservation #: 804963484303

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 BRAD KLEIN (hereafter "Plaintiff") in this wage and hour class action filed against  
6 REDZONE SECURITY INC. (hereinafter "Defendant").

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

### 9 I. EXHIBITS

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

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 evidencing Class Counsel's compliance with California Labor Code Section 2699(1)(2).

19 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement  
20 administration submitted by Apex Class Action LLC, in the amount of \$9,900. Class Counsel requested  
21 bids from three (3) settlement administration companies and received the lowest bid from Apex Class  
22 Action LLC.

23 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm, APC's  
24 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed  
25 Class Counsel.

### 26 II. INTRODUCTION

27 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of  
28 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.

1 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement  
2 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage  
3 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will  
4 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being  
5 denied or of Defendant prevailing at trial. Given that there are approximately 338 Settlement Class  
6 Members, **the average gross recovery is approximately \$261.34** (Net Settlement Amount divided by  
7 Settlement Class Members). The range of settlement awards will be provided when Plaintiff moves for  
8 final approval of the Settlement.

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

### 14 **III. FACTS AND PROCEDURE**

#### 15 **A. Overview of the Litigation**

16 9. Defendant provides event security services in Riverside County, where Plaintiff worked.  
17 Plaintiff worked for Defendant in California from September 2021 to October 2021. During his  
18 employment, Plaintiff claims that he was denied legally compliant meal and rest periods, and minimum  
19 wages and overtime compensation. Throughout his employment, Plaintiff was subject to Defendant's  
20 written policies and procedures.

21 10. Generally, Plaintiff claims that Defendant failed to provide compliant meal and rest  
22 periods, failed to pay for all time worked, failed to reimburse necessary business expenses, and failed  
23 to furnish accurate, itemized wage statements. Defendant denies liability for each of Plaintiff's claims.  
24 Further, Defendant asserts that it fully complied with all applicable employment laws and raised several  
25 other significant defenses to Plaintiff's claims, including but not limited to, asserting that they  
26 maintained facially compliant meal and rest period policies, paid their employees for all hours worked,  
27 and properly reimbursed all necessary business expenses.

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1           11.     On May 5, 2022, Plaintiff served Defendant and the Labor and Workforce Development  
2 Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth  
3 the facts and theories supporting Defendant’s alleged violations of various provisions of the California  
4 Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of his intent to  
5 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections  
6 2698 *et seq* (“PAGA”).

7           12.     On July 11, 2022, Plaintiff filed a class action complaint in the Riverside County Superior  
8 Court, Case No. CVRI2202841 (“Action”). The Action alleged nine causes of action against Defendant  
9 for: (1) Unfair Competition in violation of Bus. and Prof. Code §§ 17200; (2) Failure to Pay Minimum  
10 Wages in Violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failure to Pay Overtime  
11 Wages in Violation of California Labor Code §§ 510; (4) Failure to Provide Required Meal Periods in  
12 Violation of California Labor Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in  
13 Violation of California Labor Code §§ 226.7 and 512; (6) Failure to provide Accurate Itemized Wage  
14 Statements in violation of California Labor Code § 226 (7) Failure to Provide Wages When Due in  
15 Violation of California Labor Code §§ 201, 202, and 203; (8) Failure to Reimburse Employees for  
16 Required Expenses in Violation of California Labor Code § 2802; and (9). Violation of the Private  
17 Attorneys General Act in violation of California Labor Code sections 2698, *et seq*.

18           13.     After Plaintiff commenced written discovery, the Parties agreed to mediate this action on  
19 February 24, 2023, with retired jurist and mediator Hon. Brian C. Walsh (Ret.). To prepare for  
20 mediation, the Parties agreed to informally exchange additional documents and data points subject to  
21 the mediation privilege, including but not limited to, the Class Members’ time data and certain payroll  
22 data points.

23           14.     The Parties subsequently cancelled mediation due to Defendant’s inability to engage in  
24 settlement negotiations. Specifically, Defendant’s sole owner had been stricken with a grave,  
25 debilitating illness that precluded the parties from proceeding to mediation in February 2023.<sup>1</sup> Further,  
26 Defendant raised the possibility that it would be unable to satisfy a larger class-wide settlement due to  
27 the sole owner’s illness and its financial condition. Accordingly, counsel for Defendant offered a class-  
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<sup>1</sup> Defendant has filed a declaration with the court supporting the same for in camera review.

1 wide settlement of \$200,000.00. Class Counsel retained Certified Public Accountant, Kenneth L. Creal,  
2 to review and analyze Defendant's 2022 tax return. Based on Mr. Creal's review, he determined that  
3 Defendant could not afford a larger settlement than the one contemplated here.

4 15. Thus, the Parties agreed upon the Gross Settlement Amount of \$200,000.00, which was  
5 subsequently memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties  
6 drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

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

8 16. Months before filing the Action, Class Counsel began its pre-filing investigation into  
9 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with  
10 Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment.  
11 At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified  
12 further inquiry.

13 17. Class Counsel subsequently requested Plaintiff's employee files from Defendant. In  
14 response, Defendant produced several documents, including but not limited to, copies of Plaintiff's  
15 hiring documents and payroll and time records, schedules, and various company policies. Class  
16 Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate  
17 Plaintiff's claims that Defendant failed to, among other things, provide compliant meal and rest periods,  
18 and failed to pay for all hours worked, failed to reimburse necessary business expenses, and failure to  
19 furnish accurate itemized wage statements.

20 18. To prepare for mediation, Defendant produced time and payroll records for the Class  
21 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums  
22 paid to the Class Members, average hourly rate for the Class Members, average shift length for Class  
23 Members, number of current Class Members, number of former Class Members who were employed  
24 during the Class Period, and copies of applicable handbooks, policies, and agreements. In total, Class  
25 Counsel reviewed hundreds of pages of documents of time and payroll data.

26 19. Class Counsel analyzed Defendant's time and payroll data to assist in the development  
27 of various damage models. Among other things, Class Counsel estimated the approximate amount of  
28 unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length

1 of shifts and average number of hours worked per week. Class Counsel also estimated the number of  
2 missed, late, or truncated meal and rest periods, the amount of off-the-clock work, and the amount of  
3 missed meal and rest period premiums paid during the Class Period.

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

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

21 **C. The Proposed Settlement Fully Resolves Plaintiff's Claims**

22 22. For tax purposes, Individual Settlement Payments shall be allocated and treated as  
23 follows: 20% as wages ("Wage Portion"); 80% as penalties and interest ("Non-Wage Portion"). The  
24 Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage  
25 Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Agreement  
26 at §III(L)(3). In calculating Defendant's total damages exposure, Class Counsel determined that the  
27 vast majority of damages are for meal and rest premiums, which can be classified as penalties and not  
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1 wages. Therefore, with the uncertainty regarding how meal and rest premiums would be classified, the  
2 Parties agreed that an allocation of 20% as wages and 80% as penalties and interest is far and reasonable.

#### 3 **IV. ARGUMENT**

##### 4 **A. The Court Should Preliminarily Approve the Settlement**

5 23. The Settlement was reached as a result of arms-length negotiations by the Parties and  
6 assistance of Mr. Creal. Specifically, Mr. Creal reviewed Defendant's relevant financial documents and  
7 provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple Computer, Inc.*  
8 *Derivative Litig.*, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008)  
9 (mediator's participation weighs considerably against any inference of a collusive settlement); *D'Amato*  
10 *v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification  
11 settlement negotiations helps to ensure that the proceedings were free of collusion and undue  
12 pressure.")) After Mr. Creal's review of Defendant's financial documents, the Parties reached an  
13 agreement in light of Defendant's financial condition and its owner's illness.

14 24. Once the Parties reached a settlement, they engaged in protracted negotiations regarding  
15 the written terms of the class action settlement. The Parties maintained the arm's length, non-collusive  
16 and adversarial negotiations while arriving at the final terms of the Settlement. The Agreement is the  
17 final product of these settlement negotiations. Objectively, the Settlement terms are fair, adequate and  
18 represent a reasonable compromise of the claims at issue.

19 25. The Gross Settlement Amount of \$200,000.00 is fair and reasonable considering the  
20 nature and magnitude of the claims being settled and the various potential impediments to recovery.  
21 Prior to settlement, Class Counsel developed economic damage models measuring Defendant's liability  
22 exposure while accounting for the uncertainties of continued litigation. The various models were  
23 informed by Class Counsel's investigation, including the analysis of a significant sample of time and  
24 payroll data. Class Counsel projected Defendant's liability exposure for *class claims* (excluding PAGA  
25 Payment) ranged between \$359,776.25 ("Realistic Damages") and \$1,984,615.00 ("Maximum  
26 Damages") if successful at trial. This range reflects the uncertainty regarding several of the claims.  
27 Thus, the Total Settlement Amount represents a recovery of between 55.59% ("Realistic Damages")  
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1 and 10.08% (“Maximum Damages”)<sup>2</sup> of Defendant’s class-wide exposure – well within the recognized  
2 range of reasonableness. The following summarizes Defendant’s liability exposure:

3 26. Plaintiff primary claim in this Action alleges that Defendant failed to properly record and  
4 maintain records of the actual hours worked by their employees. Specifically, the records provided by  
5 Defendant show that 100% of all time entries were rounded to quarter-hour intervals. Defendant argued  
6 that the Class Members were instructed to accurately record all time worked using the timekeeping  
7 services provided at each venue Plaintiff and Class Members were staffed. Thus, Defendant argued that  
8 it did not employ a rounding system, and to the extent time was in fact rounded, was done so by the  
9 employees themselves.

10 27. Additionally, Defendant argued that this claim was not suitable for class treatment  
11 because individualized issues predominated. For example, assuming Plaintiff performed work while  
12 off-the-clock, the tasks performed and time spent would vary from class member to class member that  
13 it could not be established by common proof. Due to Plaintiff’s position that Defendant failed to keep  
14 accurate timekeeping records, Plaintiff only applied a 25% discount for this claim. As a result, Plaintiff  
15 estimated Defendant’s exposure for unpaid wages ranged from approximately \$32,812.50 to  
16 approximately \$43,750.00.

17 28. Plaintiff also alleges that Defendant failed to provide compliant meal periods.  
18 Specifically, Plaintiff alleges that as a result of their rigorous work schedules, Plaintiff, Class Members,  
19 and Aggrieved Employees were not able to take timely and duty-free meal periods. Further, Plaintiff  
20 alleges that Defendant failed to record the actual time that Class Members worked. As a result, all of  
21 the meal periods were rounded to exactly thirty (30) minutes. Because Defendant produced mostly  
22 rounded time records, a majority of the time records reflect compliant meal periods. Thus, Plaintiff  
23 reasonably assumed that meal period violations occurred approximately 25% of the time.

24 29. Defendant argued, among other things, that it did not engage in meal rounding and  
25 provided all its employees, i.e., Class Members and Aggrieved Employees, with the opportunity to take  
26 compliant meal periods. Defendant also argued that it maintained facially complaint meal period  
27 policies, including enforceable on-duty meal period waivers applicable to its security guards. Thus,  
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<sup>2</sup> The large difference in percentages is a result of the Maximum Damages model accounting for 203 penalties at a 100% violation rate.

1 Defendant argued that there was no potential liability for Plaintiff's alleged meal period violations and  
2 any claimed violations required a highly individualized inquiry not suitable to class treatment.  
3 Consequently, Plaintiff applied a 50% discount to this claim and estimated Thus, Plaintiff estimated the  
4 damages for this claim ranged from approximately \$54,687.50 to approximately \$109,375.00.

5 30. Plaintiff alleged that Defendant unlawfully required all non-exempt security guards,  
6 including Plaintiff, to remain at their post and on-call or on-duty during their 10-minute rest breaks.

7 31. Here, Defendant maintained a written on-duty meal period policy that stated that there  
8 are some positions/sites that prevent an employee from being relieved for a meal break. Plaintiff alleged  
9 that off-duty rest periods could not be provided under the same circumstances that required on-duty  
10 meal periods. Plaintiff was also unable to find any evidence of an attempt by Defendant to apply to the  
11 Department of Industrial Relations for an exemption from the provision of the Industrial Welfare  
12 Commission requiring off-duty breaks. Defendant argued that Plaintiff's rest break claim would have  
13 mainly relied on the testimony of putative Class Members, making it a riskier claim.

14 32. Establishing liability likely would have entailed competing testimony stating either rest  
15 breaks were taken, or rest breaks were voluntarily waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D.  
16 Cal. Jan. 17, 2013) 2013 WL 210223, at \*11 ("Because of the competing testimony before the Court,  
17 plaintiff's evidence that defendant may have an illegal, written rest break policy is insufficient for this  
18 Court to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D.  
19 Cal. Nov. 13, 2012) 2012 WL 5503550, at \*8 ("Indeed, Plaintiff's own evidence confirms that the  
20 written policy does not generate uniform practices.").

21 33. Accordingly, Plaintiff's damage model mirrored the same discount as applied to Class  
22 Members' meal periods. Plaintiff estimated Defendant's exposure for this claim ranged from  
23 approximately \$54,687.50 to approximately \$109,375.00.

24 34. Plaintiff alleges that Defendant failed to reimburse its employees for mandatory business  
25 expenses. Specifically, Plaintiff alleges that he and other Class Members were required to use their own  
26 personal cellular phones as a result of and in furtherance of their job duties reimbursed for the cost  
27 associated with the use of their personal cellular phones.

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1           35. Plaintiff alleges he and other Class Members were required to use their personal cell  
2 phones in order to, among other things, communicate with Defendant's supervisors during and after  
3 their shifts. Defendant denies these claims, and also notes that the Class is comprised of all non-exempt  
4 employees, and even if these claims were true, they would affect only a small subset of that Class.  
5 Further, Defendant argued that it paid reimbursements throughout the Class Period for cell phone use.  
6 Considering these defenses, Plaintiff applied an 85% discount to this claim. Plaintiff estimated  
7 Defendant's exposure for this claim ranged from approximately \$8,628.75 to approximately  
8 \$34,515.00.

9           36. Plaintiff alleged that Defendant failed to provide accurate itemized wage statements that  
10 include all items required by Labor Code § 226(a)(1)-(9). As a result of the failure to pay employees  
11 for all time worked, and failure to pay for all premiums owed, the wage statements issued by Defendant  
12 do not indicate the correct number of hours worked, the amount of gross wages earned, or net wages  
13 earned during each pay period. Plaintiff's expert estimated that Defendant could be liable for  
14 \$67,000.00 to approximately \$268,000.00 in *derivative* penalties as a result of these violations.

15           37. Plaintiff alleges that Defendant's alleged violations resulted in derivative violations of  
16 Labor Code section 203. Defendant contends that Plaintiff could not prove the "willful" prong needed  
17 to obtain waiting time penalties under Labor Code section 203. As this claim is legally precarious,  
18 Plaintiff applied a 90% discount. Plaintiff estimated Defendant's exposure for these claims to be  
19 approximately \$8,628.75 to approximately \$34,515.00.

20           38. "Under PAGA, a plaintiff may bring a representative action as an aggrieved employee on  
21 behalf of herself and other current or former employees and may seek civil penalties for Labor Code  
22 violations." *Wilner v. Manpower, Inc.*, 35 F.Supp.3d 1116 (N.D. Cal. 2014). Thus, Plaintiff sought  
23 penalties for unpaid wages (including unpaid overtime), non-compliant or no meal periods,  
24 noncompliant or no rest periods, and unreimbursed business expenses. The PAGA Period is the period  
25 between May 5, 2021 to January 11, 2024, and there are approximately 338 Aggrieved Employees who  
26 worked a total of 4,550 pay periods. Plaintiff's claims and corresponding PAGA penalties can be  
27 broken down as follows:

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| Labor Code Section                          | Number of employees | Statutory penalty | Number of pay periods / violations | Violation rate            | Total Penalties    |
|---------------------------------------------|---------------------|-------------------|------------------------------------|---------------------------|--------------------|
| 351, 510, 558, 1194 and 1197 (unpaid wages) | 338                 | \$100             | 4,550                              | 100% of total pay periods | \$455,000          |
| 512 and 226.7 (meal period violations)      | 338                 | \$50              | 4,550                              | 50% of total pay periods  | \$113,750          |
| 512 and 226.7 (rest period violations)      | 338                 | \$50              | 4,550                              | 50% of total pay periods  | \$113,750          |
| 2802 (unreimbursed business expenses)       | 338                 | \$100             | 4,550                              | 100% of total pay periods | \$455,000          |
| 226 (wage statements)                       | 338                 | \$100             | 4,550                              | 100% of total pay periods | \$455,000          |
| <b>TOTAL</b>                                |                     |                   |                                    |                           | <b>\$1,592,500</b> |

39. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$10,000 which is 5% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment (\$7,500.00) will be paid to the LWDA ("LWDA PAGA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment (\$2,500.00) will be distributed to the Aggrieved Employees, which is within the range of PAGA Payment approved by courts and should be approved.

#### **B. Litigation Risks**

40. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated, reversed, and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly

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

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

18 42. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$200,000.00 that  
19 is roughly between approximately 10.08% and 55.59% of Defendant’s *class-wide* liability exposure for  
20 damages and statutory penalties, and between 5.85% and 52.28% of Defendant’s maximum class wide  
21 liability exposure for damages and penalties, including PAGA Penalties. Given the amount of the  
22 settlement here, as compared to potential value of the claims, offset by the various inherent risks to  
23 continued litigation, the settlement is fair and reasonable.

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

25 43. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class  
26 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then  
27 mail the proposed Class Notice to all Class Members. The Notice will include information regarding  
28 the nature of the lawsuit, a summary of the substance of the Settlement’s terms, the class definition, the

1 procedure, and time period within which to requests for exclusions or objections to the Settlement, the  
2 date for the final approval hearing, the formula used to calculate settlement payments, and the terms  
3 and scope of the Released Claims. Agreement at § I(T). The Parties negotiated this method to ensure  
4 delivering the most reasonable method of notice to the Class Members while ensuring cost effective  
5 administration of the Settlement.

6 44. Accordingly, both the method of disseminating the Class Notice and content of the Class  
7 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d  
8 460,485 (the class notice must “fairly apprise the class members of the terms of the proposed  
9 compromise and of the options open to dissenting class members.”))

10 **C. The Court Should Preliminarily Approve the Enhancement Award**

11 45. The Settlement provides for a Class Representative Service Award of \$10,000<sup>3</sup> for  
12 Plaintiff. The service award is fair and reasonable compensation for the Plaintiff’s efforts bringing the

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13 <sup>3</sup> The amount of the requested enhancement payment-\$10,000-is reasonable by reference to the amounts that California  
14 courts (both federal and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Baker*  
15 *v. LA. Fitness Int’l, LLC*, No. BC438654 (L.A. County Super. Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments  
16 to three of the named plaintiffs); *Blue v. Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super.  
17 Ct. Mar. 21, 2011) (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A. County  
18 Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff); *Coleman v. Estes Express*  
19 *Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding \$10,000 enhancement payment); *Ethridge v.*  
20 *Universal Health Services, Inc.*, No. BC391958 (L.A. County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement  
21 payment); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012)  
22 (awarding \$10,000 enhancement payment); *Hill v. Sunglass Hut Int’l, Inc.*, No. BC422934 (L.A. County Super. Ct. July 2,  
23 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v. Victoria’s Secret Stores, LLC*, No.  
24 BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding enhancement payments of \$ 10,000 to the named plaintiffs  
25 along with additional compensation for their general release of claims); *Magee v. American Residential Services, LLC*, No.  
26 BC423798 (L.A. County Super. Ct. Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail &*  
27 *Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding \$15,000 enhancement  
28 payments to the named plaintiffs); *Nevarez v. Trader Joe’s Co.*, No. BC373910 (L.A. County Super. Ct. Jan. 29, 2010)  
(awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (L.A. County Super. Ct. Mar.  
19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*,  
No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray*  
*Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named  
plaintiffs); *Weisbarth v. Banc West Investment Services, Inc.*, No. BC422202 (L.A. County Super. Ct. May 24, 2013)  
(awarding \$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (L.A. County Super.  
Ct. Mar. 7, 2013) (awarding \$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No.  
109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguiar v. Cinguar*  
*Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 enhancement payment);  
*Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000  
enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6,  
2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-CAS-  
JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No.  
RIC 10005196 (Riverside Super. Ct. July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security*  
*Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v.*  
*BCBG Maxaria Int’l Holdings, Inc.*, No. JCCP 4582 (Orange County Super. Ct. Jan. 24, 2013) (awarding \$10,000  
enhancement payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County

1 action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class  
2 Counsel on the status of his case and the strategies for prosecuting the claims, and reviewing the  
3 proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class.

4 46. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class  
5 Representative Service Award once preliminary approval of the Settlement is granted. Such motion  
6 will be accompanied by a declaration from Plaintiff that describes the services he performed to  
7 prosecute this action, includes an estimate of time incurred by Plaintiff in performing these services,  
8 the risks he assumed or benefits he received in prosecuting this action, and identify any adverse  
9 consequences he suffered in prosecuting this action. Plaintiff has **not** negotiated any settlement of  
10 individual claims with Defendant separate from the settlement at bar.

11 47. Plaintiff respectfully submits that the above showing is sufficient for preliminary  
12 approval of the negotiated Class Representative Service Award.

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

14 48. Class Counsel took this matter on a contingency fee basis and invested significant time  
15 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average  
16 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class  
17 Members. Considering the positive outcome for the Settlement Class Members, and in light of the  
18 supporting authority, the proposed Class Counsel award is fair and reasonable.

19 49. Plaintiff will file a formal motion for the negotiated Class Counsel Award once  
20 preliminary approval of the Settlement is granted. Such motion will be accompanied by a declaration  
21 that provides evidence of the total amount of time spent by Class Counsel, a description of the work  
22 performed, and the reasonableness of the fees charged. Such declaration will also include a detailed  
23 description of the costs actually incurred. Such declaration will include details related to fee splitting  
24 between Class Counsel, and Plaintiff's written notice of such. Plaintiff respectfully submits that the  
25 above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

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Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

1           **E.       The Court Should Provisionally Certify the Settlement Class**

2           50.     For Settlement purposes, Plaintiff contends, and Defendant does not dispute, that  
3 provisional certification of the Class is appropriate.

4           51.     Because all Class Members are Defendant's current and former employees, the class is  
5 readily ascertainable from Defendant's regular business records, i.e., payroll records.

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

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

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

23           **F.       Class Counsel's Experience**

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

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

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

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

18           59. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved  
19 Employees. I have extensive experience with wage and hour class and representative actions litigation  
20 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,  
21 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “4.”** Some of the  
22 major cases the Firm has undertaken are also set forth in **Exhibit “4.”**

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60. I am not aware of any class, representative, or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action. I made reasonable inquiry of other members of my law firm and associated law firms to determine whether those attorneys are aware of any such similar actions, which they are not.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 4th day of April 2024, at San Diego, California.

**JCL LAW FIRM, APC**

By: Jean-Claude Lapuyade  
Jean-Claude Lapuyade  
Attorneys for Plaintiff

# **EXHIBIT 1**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo Johnson (State Bar #343881)  
Perssia Razma (State Bar #351398)  
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**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF RIVERSIDE**

BRAD KLEIN, an individual, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

v.

REDZONE SECURITY INC., a California  
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. CVRI2202841

[Complaint Filed: July 11, 2022]

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

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

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Brad Klein v.*  
8 *Redzone Security Inc.*, Riverside County Superior Court, Case No. CVRI2202841,  
9 filed July 11, 2022.
- 10 B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously  
11 were directly employed by Defendant and performed work in California during the  
12 PAGA Period.
- 13 C. “Aggrieved Employee Payment” shall mean the twenty-five (25%) of the PAGA  
14 Payment (\$2,500) allocated and distributed to the Aggrieved Employees.
- 15 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
16 Class and PAGA Action Claims and Release of Claims.
- 17 E. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and  
18 Shani Zakay of Zakay Law Group, APLC.
- 19 F. “Class Counsel Award” means the award of fees and expenses that the Court  
20 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff  
21 and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-  
22 third of the Gross Settlement Amount currently estimated to be \$66,666.66 out of  
23 \$200,000.00, plus costs and expenses in the amount of \$15,000.00. Class Counsel’s  
24 award for attorneys’ fees will be divided equally between Class Counsel (50% to  
25 JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 26 G. “Class Data” means information regarding Class Members that Defendant will in  
27 good faith compile from its records and provide to the Settlement Administrator. It  
28 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class

Member's full name; last known address; Social Security Number; start dates and end dates of employment.

H. "Class Members" or the "Class" means all persons who are or previously were employed by Defendant as a non-exempt employee in California during the Class Period.

I. "Class Period" means the period between July 11, 2019 through January 11, 2024.

J. "Class Representative" shall mean plaintiff Brad Klein.

K. "Class Representative Service Award" means the amount that the Court authorizes to be paid to the Class Representative in recognition of his efforts and risks in assisting with the prosecution of the Action.

L. "Court" means the Superior Court for the State of California, County of Riverside currently presiding over the Action.

M. "Defendant" shall mean Redzone Security Inc.

N. "Effective Date" means the earliest date, following entry by the Court of an order and judgment finally approving this Settlement, upon which one of the following have occurred: (i) if no objection is filed to the settlement and no objector appears at the hearing on final approval, the date of the Court's entry of the order granting final approval, (ii) if an objection is filed to the settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (a) the expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; (b) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

O. "Funding Date" shall mean sixty (60) calendar days after the Effective Date and is the date Defendant transfers the Gross Settlement Amount into the QSF in accordance with the terms of this Agreement.

- 1 P. "Gross Settlement Amount" means Two Hundred Thousand Dollars and Zero Cents  
2 (\$200,000.00) that Defendant must pay into the QSF in connection with this  
3 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class  
4 Representative Service Award, the Class Counsel Award, PAGA Payment and the  
5 Settlement Administration Expenses and *exclusive* of the employer's share of payroll  
6 tax, if any, triggered by any payment under this Settlement.
- 7 Q. "Individual Settlement Payment" means the amount payable from the Net Settlement  
8 Amount to each Settlement Class Member and excludes any amounts distributed to  
9 Aggrieved Employees pursuant to PAGA.
- 10 R. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment  
11 (\$7,500) allocated to the California Labor and Workforce Development Agency.
- 12 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class  
13 Counsel Award, Class Representative Service Award, PAGA Payment, and  
14 Settlement Administration Expenses.
- 15 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the  
16 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other  
17 than formatting changes to facilitate printing by the Settlement Administrator).
- 18 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
19 Labor Code § 2698 *et seq.*
- 20 V. "PAGA Payment" shall mean Ten Thousand Dollars and Zero Cents (\$10,000.00) to  
21 be allocated from the Gross Settlement Amount in settlement of the Released PAGA  
22 Claims.
- 23 W. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period  
24 for each Aggrieved Employee divided by the sum total of the pay periods for all  
25 Aggrieved Employees during the PAGA Period.
- 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 in California.

Y. “PAGA Period” means the period between May 5, 2021 to January 11, 2024.

Z. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, 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 Brad Klein.

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” means all class claims which are alleged in the operative complaint, 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” means all PAGA claims which are 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 of the PAGA Period.

FF. “Released Party” shall mean Defendant together with its officers, directors, employees and agents.

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

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

II. “Settlement Administrator” means Apex Class Action LLC, 18 Technology Drive, Suite 164 Irvine, CA 92618. The Settlement Administrator establishes, designates

1 and maintains, as a QSF under Internal Revenue Code section 468B and Treasury  
2 Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount  
3 is deposited for the purpose of resolving the claims of Settlement Class Members.  
4 The Settlement Administrator shall maintain the funds until distribution in an  
5 account(s) segregated from the assets of Defendant and any person related to  
6 Defendant. *All accrued interest shall be paid and distributed to the Settlement Class*  
7 *Members as part of their respective Individual Settlement Payment.*

8 JJ. "Settlement Administration Expenses" shall mean the amount to be paid for the costs  
9 of administration of the Settlement from the Gross Settlement Amount in an amount  
10 not to exceed \$10,000.00.

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

14 LL. "Workweeks", for purposes of calculating the distribution of the Net Settlement  
15 Amount, means the number of weeks of employment during the Class Period that  
16 each Class Member was employed by Defendant in California, excluding weeks  
17 during which the Class Member did not perform any work for Defendant.

18 **II. RECITALS**

19 A. On May 5, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce  
20 Development Agency (LWDA) and served the same on Defendant.

21 B. On July 11, 2022, Plaintiff filed the Class Action lawsuit for:

- 22 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 23 2. Failure to pay minimum wages in violation of California Labor Code sections  
24 1194, 1197 and 1197.1;
- 25 3. Failure to pay overtime wages in violation of California Labor Code sections  
26 510 *et seq*;
- 27 4. Failure to provide required meal periods in violation of California Labor Code  
28 sections 226.7 and 512 and the applicable IWC wage order;

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

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

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

7           8.       Failure to reimburse Plaintiff for required expenses in violation of California  
8 Labor Code section 2802; and

9           9.       Violation of the Private Attorneys General Act in violation of California Labor  
10 Code sections 2698, *et seq.*

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

16       D.       Defendant denies any liability or wrongdoing of any kind associated with the claims  
17 alleged in the Action, dispute any wages, damages and penalties claimed by the Class  
18 Representative are owed, and further contend that, for any purpose other than  
19 settlement, the Action is not appropriate for class or representative action treatment.  
20 Defendant contends, among other things, that at all times it complied with the  
21 California Labor Code and the Industrial Wage Commission Orders.

22       E.       The Class Representative is represented by Class Counsel. Class Counsel investigated  
23 the facts relevant to the Action, including conducting an independent investigation as  
24 to the allegations, reviewing financial documents, and information exchanged through  
25 informal discovery. Defendant produced for the purpose of settlement negotiations  
26 certain employment data concerning the Settlement Class, which Class Counsel  
27 reviewed and analyzed. Based on their own independent investigation and evaluation,  
28 Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable

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

7 F. During the litigation, Defendant's sole owner had been stricken with a grave and  
8 debilitating illness that precluded him from participating in the litigation.

9 G. On July 13, 2023, counsel for Defendant informed Class Counsel that Defendant  
10 ceased operations and closed its business. Due to Defendant's sole owner's physical  
11 condition and Defendant's business closure, Defendant raised the possibility that it  
12 would be unable to satisfy a larger class-wide settlement.

13 H. Defendant produced various financial documents for Class Counsel to review and  
14 analyze. Class Counsel retained Certified Public Accountant, Kenneth L. Creal, CPA,  
15 to review and analyze Defendant's financial information, including its tax returns and  
16 profit and loss sheets.

17 I. On November 30, 2023, Plaintiff received a financial report from Mr. Creal. Based  
18 on Mr. Creal's review, he determined that Defendant could not afford a larger  
19 settlement than the one contemplated here.

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

27 K. The Parties believe that the Settlement is fair, reasonable and adequate. The  
28 Settlement was arrived at through arm's-length negotiations, considering all relevant

factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action.

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

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

### **III. TERMS OF AGREEMENT**

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payment, the Class Representative Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Expenses, as specified in this Agreement, equal to the Gross Settlement Amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided for in Section III(A)(2) below, if any, Defendant shall not be required to pay more than the Gross Settlement Amount, except as provided for hereinbelow.
2. Class Size. At the time of mediation, Defendant estimated that the Settlement Class was comprised of 338 Class Members who collectively worked approximately 10,000 Workweeks ("Projected Workweeks") during the Class Period and 338 Aggrieved Employees who worked a total of 4,550 Pay Periods during the PAGA Period. In regard hereto, Defendant will provide a declaration under penalty of perjury before the deadline for filing the motion

1 for preliminary approval of the settlement, confirming the number of  
2 applicable Class Members and workweeks they worked during the applicable  
3 Class Period. If the actual number of Workweeks exceeds the Projected  
4 Workweeks, Defendant may opt to cut off the Class Period when 10,000  
5 Workweeks are reached.

6 3. Settlement Payment. Defendant and the Released Parties, and each of them,  
7 are jointly and severally liable for payment of the Gross Settlement Amount.  
8 Defendant shall pay the Gross Settlement Amount to the Settlement  
9 Administrator on the Funding Date.

10 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side  
11 payroll taxes is in addition to the Gross Settlement Amount and shall be paid  
12 together with the Gross Settlement Amount.

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

16 C. Release by the Plaintiff and State of California. As of the Funding Date, in exchange  
17 for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State  
18 of California release the Released Parties from the Released PAGA Claims for the  
19 PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded  
20 from bringing claims against Released Parties for the Released PAGA Claims. The  
21 forgoing is subject to and intended to be in compliance with Case Management Order  
22 #1 H(9)(d), such that Plaintiff releases all claims for statutory penalties that could have  
23 been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-  
24 filing letter to the LWDA and only to the extent they are alleged in the complaint;  
25 Plaintiff does not release any aggrieved employee's claim for wages or damages.

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

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

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
  3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
  4. Defendant fully funds the Gross Settlement Amount.
- E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims, or if Defendant fails to fully fund the Gross Settlement Amount:
1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
  2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
  3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.
  4. If Defendant fails to fully fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Expenses incurred to the date of nullification.

- 1 F. Certification of the Settlement Class. The Parties stipulate to conditional class  
2 certification of the Class for the Class Period for purposes of settlement only. In the  
3 event that this Settlement is not approved by the Court, fails to become effective, or is  
4 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
5 Defendant from obtaining a complete resolution of the Released Class Claims, the  
6 conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
7 no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
8 proceeding for any purpose or with respect to any issue, substantive or procedural.
- 9 G. Tax Liability. The Parties make no representations as to the tax treatment or legal  
10 effect of the payments called for, and Class Members and/or Aggrieved Employees are  
11 not relying on any statement or representation by the Parties in this regard. Class  
12 Members and/or Aggrieved Employees understand and agree that they will be  
13 responsible for the payment of any taxes and penalties assessed on the Individual  
14 Settlement Payments and/or Aggrieved Employee Payment described and will be  
15 solely responsible for any penalties or other obligations resulting from their personal  
16 tax reporting of Individual Settlement Payments and/or Aggrieved Employee Payment.
- 17 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
18 the “acknowledging party” and each Party to this Agreement other than the  
19 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision  
20 of this Agreement, and no written communication or disclosure between or among the  
21 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
22 such communication or disclosure constitute or be construed or be relied upon as, tax  
23 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
24 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
25 her or its own, independent legal and tax counsel for advice (including tax advice) in  
26 connection with this Agreement, (b) has not entered into this Agreement based upon  
27 the recommendation of any other Party or any attorney or advisor to any other Party,  
28 and (c) is not entitled to rely upon any communication or disclosure by any attorney

1 or adviser to any other party to avoid any tax penalty that may be imposed on the  
2 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
3 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
4 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
5 the acknowledging party of the tax treatment or tax structure of any transaction,  
6 including any transaction contemplated by this Agreement.

7 I. Preliminary Approval Motion. Plaintiff shall draft and file with the Court a Motion for  
8 Order Granting Preliminary Approval and supporting papers within a reasonable  
9 period of time after complete execution of this agreement and will provide Defendant  
10 with a draft of the Motion at least three (3) business days prior to the filing of the  
11 Motion to give Defendant an opportunity to propose changes or additions to the  
12 Motion.

13 J. Settlement Administrator. The Settlement Administrator shall be responsible for:  
14 establishing and administering the QSF; calculating, processing and mailing payments  
15 to the Class Representative, Class Counsel, LWDA and Class Members; printing and  
16 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
17 and reporting the objections and requests for exclusion; calculating, deducting and  
18 remitting all legally required taxes from Individual Settlement Payments and  
19 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual  
20 Settlement Payments and/or Aggrieved Employee Payment; processing and mailing  
21 tax payments to the appropriate state and federal taxing authorities; providing  
22 declaration(s) as necessary in support of preliminary and/or final approval of this  
23 Settlement; and other tasks as the Parties mutually agree or the Court orders the  
24 Settlement Administrator to perform. The Settlement Administrator shall keep the  
25 Parties timely apprised of the performance of all Settlement Administrator  
26 responsibilities by among other things, sending a weekly status report to the Parties'  
27 counsel stating the date of the mailing, the of number of Elections Not to Participate  
28

1 in Settlement it receives (including the numbers of valid and deficient), and number of  
2 objections received.

3 K. Notice Procedure.

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

8 2. Notice Packets.

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

1 advise the Aggrieved Employees that they will release the Released  
2 PAGA Claims and will receive their share of the PAGA Payment  
3 regardless of whether they request to be excluded from the Settlement.

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

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

21 4. Undeliverable Notices. Any Notice Packets returned to the Settlement  
22 Administrator as non-delivered on or before the Response Deadline shall be  
23 re-mailed to any forwarding address provided. The Settlement Administrator  
24 will re-mail Notices within seven (7) days of receiving a returned Notice. If  
25 no forwarding address is provided, the Settlement Administrator shall  
26 promptly attempt to determine a correct address by lawful use of skip-tracing,  
27 or other search using the name, address and/or Social Security number of the  
28 Class Member involved, and shall then perform a re-mailing, if another

1 mailing address is identified by the Settlement Administrator. In addition, if  
2 any Notice Packets, which are addressed to Class Members who are currently  
3 employed by Defendant, are returned to the Settlement Administrator as non-  
4 delivered and no forwarding address is provided, the Settlement Administrator  
5 shall notify Defendant. Defendant will request that the currently employed  
6 Class Member provide a corrected address and transmit to the Administrator  
7 any corrected address provided by the Class Member. Class Members who  
8 received a re-mailed Notice Packet shall have their Response Deadline  
9 extended fifteen (15) days from the original Response Deadline.

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

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

27 7. Exclusions. The Notice of Class Action Settlement contained in the Notice  
28 Packet shall state that Class Members who wish to exclude themselves from

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

- 25 8. Objections. The Notice of Class Action Settlement contained in the Notice  
26 Packet shall state that Class Members who wish to object to the Settlement  
27 may submit to the Settlement Administrator a written statement of objection  
28 (“Notice of Objection” attached hereto as **Exhibit C**) by the Response

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

18 L. Funding and Allocation of the Gross Settlement Amount. Defendant are required to  
19 pay the Gross Settlement Amount on or before the Funding Date, plus any employer's  
20 share of payroll taxes as mandated by law within the time specified herein.

21 1. Individual Settlement Payments. Individual Settlement Payments shall be  
22 paid from the Net Settlement Amount and shall be paid pursuant to the  
23 formula set forth herein. Using the Class Data, the Settlement Administrator  
24 shall add up the total number of Workweeks for all Class Members. The  
25 respective Workweeks for each Class Member will be divided by the total  
26 Workweeks for all Class Members, resulting in the Payment Ratio for each  
27 Class Member. Each Class Member's Payment Ratio will then be multiplied  
28 by the Net Settlement Amount to calculate each Class Member's estimated

1 Individual Settlement Payments. Each Individual Settlement Payment will be  
2 reduced by any legally mandated employee tax withholdings (e.g., employee  
3 payroll taxes, etc.). Individual Settlement Payments for Class Members who  
4 submit valid and timely requests for exclusion will be redistributed to  
5 Settlement Class Members who do not submit valid and timely requests for  
6 exclusion on a pro rata basis based on their respective Payment Ratios.

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

16 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
17 Settlement Payments shall be allocated and treated as follows: 20% as wages  
18 (“Wage Portion”); 80% as penalties and interest (“Non-Wage Portion”). The  
19 Wage Portion is subject to wage withholdings and shall be reported on IRS  
20 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings  
21 and shall be reported on IRS Form 1099.

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

25 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and  
26 Aggrieved Employee Payment made to Settlement Class Members and/or  
27 Aggrieved Employees under this Settlement Agreement, as well as any other  
28 payments made pursuant to this Settlement Agreement, will not be utilized to

1 calculate any additional benefits under any benefit plans to which any Class  
2 Members may be eligible, including, but not limited to profit-sharing plans,  
3 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave  
4 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention  
5 that this Settlement Agreement will not affect any rights, contributions, or  
6 amounts to which any Class Members may be entitled under any benefit plans.

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

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

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
23 Employees shall remain valid and negotiable for one hundred and eighty (180)  
24 days from the date of their issuance. If a Settlement Class Member and/or  
25 Aggrieved Employee does not cash his or her settlement check within ninety  
26 (90) days, the Settlement Administrator will send a letter to such persons,  
27 advising that the check will expire after the one hundred eightieth (180<sup>th</sup>) day,  
28 and invite that Settlement Class Member and/or Aggrieved Employee to

1 request reissuance in the event the check was destroyed, lost or misplaced. In  
2 the event an Individual Settlement Payment and/or Aggrieved Employee's  
3 Aggrieved Employee Payment check has not been cashed within one hundred  
4 and eighty (180) days, the check will be voided and the Settlement Class  
5 Member and/or Aggrieved Employee will remain bound by the Settlement.  
6 The funds from any such uncashed checks shall be reallocated and  
7 redistributed by the Settlement Administrator to those Settlement Class  
8 Members and/or Aggrieved Employees who cashed their Individual  
9 Settlement Payment checks through a second distribution using the same  
10 allocation as the first distribution. The Parties agreed that under this  
11 procedure, there is no residue as the entire Gross Settlement Amount will be  
12 distributed.

- 13 9. Class Representative Service Award. In addition to the Individual Settlement  
14 Payment and his Aggrieved Employee Payment to be paid to Plaintiff,  
15 Plaintiff will apply to the Court for an award of not more than \$10,000, as the  
16 Class Representative Service Award. Defendant will not oppose a Class  
17 Representative Service Award of not more than \$10,000 for Plaintiff. The  
18 Settlement Administrator shall pay the Class Representative Service Award,  
19 either in the amount stated herein if approved by the Court or some other  
20 amount as approved by the Court, to Plaintiff from the Gross Settlement  
21 Amount no later than fifteen (15) calendar days after the Funding Date. Any  
22 portion of the requested Class Representative Service Award that is not  
23 awarded to the Class Representative shall be part of the Net Settlement  
24 Amount and shall be distributed to Settlement Class Members as provided in  
25 this Agreement. The Settlement Administrator shall issue an IRS Form 1099  
26 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff  
27 shall be solely and legally responsible to pay any and all applicable taxes on  
28 his Class Representative Service Award and shall hold harmless the Released

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

- 9 10. Class Counsel Award. Defendant understand a motion by Class Counsel for  
10 attorneys' fees not to exceed one-third of the Gross Settlement Amount  
11 currently estimated to be Sixty-Six Thousand, Six Hundred Sixty-Six Dollars  
12 and Sixty-Six Cents (\$66,666.66) plus costs and expenses supported by  
13 declaration not to exceed Fifteen Thousand Dollars and Zero Cents  
14 (\$15,000.00), from the Gross Settlement Amount will be filed. Defendant  
15 agrees not to oppose the request for the Class Counsel Award. Any portion  
16 of the requested Class Counsel Award that is not awarded to Class Counsel  
17 shall be part of the Net Settlement Amount and shall be distributed to  
18 Settlement Class Members as provided in this Agreement. The Settlement  
19 Administrator shall allocate and pay the Class Counsel Award to Class  
20 Counsel from the Gross Settlement Amount no later than fifteen (15) calendar  
21 days after the Funding Date. Class Counsel shall be solely and legally  
22 responsible to pay all applicable taxes on the payment made pursuant to this  
23 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —  
24 MISC to Class Counsel for the payments made pursuant to this paragraph. In  
25 the event that the Court reduces or does not approve the requested Class  
26 Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke  
27 the Settlement, or to appeal such order, and the Settlement will remain  
28 binding.

11. PAGA Payment. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Payment”). The Settlement Administrator shall distribute the LWDA Payment to the California Labor and Workforce Development Agency no later than twenty-five (25) calendar days after the Funding Date. The Aggrieved Employee Payment will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the Aggrieved Employee Payments, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Expenses. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Expenses is \$10,000. The Settlement Administrator shall be paid the Settlement Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

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

1. Declaration by Settlement Administrator. No later than fifteen (15) days after the Response Deadline, the Settlement Administrator shall submit a

1 declaration in support of Plaintiff's motion for final approval of this  
2 Settlement detailing the number of Notice Packets mailed and re-mailed to  
3 Class Members, the number of undeliverable Notice Packets, the number of  
4 timely requests for exclusion and the names of the Class Members requesting  
5 exclusion (if any), the number of objections received, the amount of the  
6 average Individual Settlement Payment, lowest Individual Settlement  
7 Payment, and highest Individual Settlement Payment, the amount of the  
8 average Aggrieved Employee Payment, lowest Aggrieved Employee  
9 Payment, and highest Aggrieved Employee Payment, the Settlement  
10 Administration Expenses, and any other information as the Parties mutually  
11 agree or the Court orders the Settlement Administrator to provide.

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

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

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

25 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
26 except such proceedings necessary to implement and complete the Settlement, pending  
27 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.  
28

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

- 1 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
2 shall be governed by and interpreted according to the laws of the State of California.
- 3 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
4 executed counterparts and each of them shall be deemed to be one and the same  
5 instrument provided that counsel for the Parties to this Agreement shall exchange  
6 among themselves copies or originals of the signed counterparts.
- 7 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
8 is a fair, adequate and reasonable settlement of this Action and have arrived at this  
9 Settlement after extensive arms-length negotiations, considering all relevant factors,  
10 present and potential.
- 11 Y. Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain  
12 jurisdiction over this case under CCP section 664.6 to ensure the continuing  
13 implementation of the provisions of this settlement and that the time within which to  
14 bring this action to trial under CCP section 583.310 shall be executed from the date of  
15 the signing of this Agreement by all Parties until the entry of the final approval order  
16 and judgment or if not entered the date this Agreement shall no longer be of any force  
17 or effect.
- 18 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
19 the Court shall first attempt to construe the provisions valid to the fullest extent  
20 possible consistent with applicable precedents so as to define all provisions of this  
21 Agreement valid and enforceable.
- 22 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently  
23 intend to pursue any claims against the Released Parties, including, but not limited to,  
24 any and all claims relating to or arising from Plaintiff's employment with Defendant,  
25 regardless of whether Class Counsel is currently aware of any facts or legal theories  
26 upon which any claims or causes of action could be brought against Released Parties,  
27 including those facts or legal theories alleged in the operative complaint in this Action.  
28 The Parties further acknowledge, understand and agree that this representation is

1 essential to the Agreement and that this Agreement would not have been entered into  
2 were it not for this representation.

3 BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification  
4 for purposes of this settlement only.

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

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

DATED: 02/22/2024

  
BRAD KLEIN

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

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

\_\_\_\_\_  
REDZONE SECURITY INC.

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

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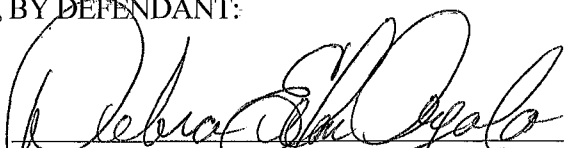
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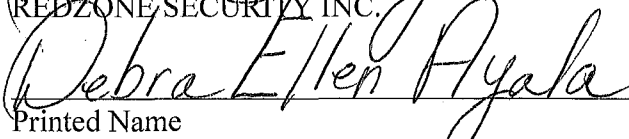
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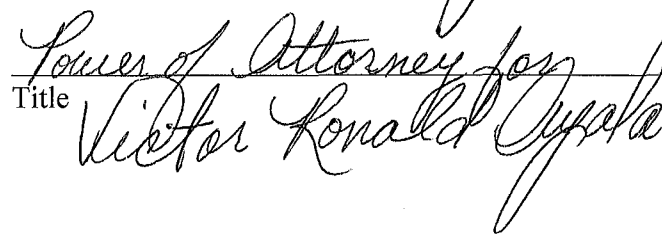
BRAD KLEIN

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

DATED: 02/23/2024

  
\_\_\_\_\_  
REDZONE SECURITY INC.

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

  
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1 IT IS SO AGREED AS TO FORM BY COUNSEL:  
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3 DATED: 2/23/24

JCL LAW FIRM, APC

4 By: 

5 Jean-Claude Lapuyade

6 Attorneys for Plaintiff and the Settlement Class  
7 Members

8 DATED: 2/23/24

ZAKAY LAW GROUP, APLC

9 By: 

10 Shani Zakay

11 Attorneys for Plaintiff and the Settlement Class  
12 Members

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

LAW OFFICE OF KAREN J. SLOAT, APC

15 By: \_\_\_\_\_

16 Karen Sloat

17 Attorneys for Defendant  
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1 IT IS SO AGREED AS TO FORM BY COUNSEL:  
2

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

JCL LAW FIRM, APC

4 By: \_\_\_\_\_

5 Jean-Claude Lapuyade

6 Attorneys for Plaintiff and the Settlement Class  
7 Members

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

ZAKAY LAW GROUP, APLC

9 By: \_\_\_\_\_

10 Shani Zakay

11 Attorneys for Plaintiff and the Settlement Class  
12 Members

13 DATED: February 23, 2024

LAW OFFICE OF KAREN J. SLOAT, APC

15 By: *Karen Sloat*

16 Karen Sloat

17 Attorneys for Defendant  
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# EXHIBIT A

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

*(Brad Klein v. Redzone Security Inc., Riverside County Superior Court Case No. CVRI2202841)*

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

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

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

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the “Court”) has been reached between Plaintiff Brad Klein (“Plaintiff”) and Defendant Redzone Security Inc., a California corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All persons who are or previously were employed by Defendant as a non-exempt employee in California during the Class Period.

The “Class Period” is the period of time running from July 11, 2019 through January 11, 2024.

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 July 11, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (1) Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*; (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (7) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (8) Failure to reimburse Plaintiff for required expenses in violation of California Labor Code section 2802; and (9) Violation of the Private Attorneys General Act in violation of California Labor Code sections 2698, *et seq*. (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

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

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

## 3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (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 Award, Settlement Administration Expenses, PAGA Payment, and the Class Representative Service Award to the Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$10,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$66,666.66) plus costs and expenses not to exceed \$15,000 for all costs and 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.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The 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 Defendant's records, a member of the class worked at least one day during any such workweek.
- Calculation of Aggrieved Employee Payments to Aggrieved Employees. The Aggrieved Employee Payment portion of the PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment 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 non-exempt employees who are or previously were directly employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between May 5, 2021 to January 11, 2024.

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

You may find the Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" filed on **MONTH XX**, 2024, with the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Lapuyade Declaration filed on **MONTH XX**, 2024.

Tax Matters. Fifty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Fifty percent (80%) of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld from this 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 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 Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

#### **4. What Do I Release Under the Settlement?**

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims which are alleged in the operative complaint or could have been alleged based upon the facts in the operative complaint, 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. The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims which are 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 of the PAGA Period.

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

#### **5. How much will my payment be?**

Defendant's records reflect that you have << \_\_\_\_ >> Workweeks worked during the Class Period (July 11, 2019 through January 11, 2024).

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

Defendant's records reflect that you have << \_\_\_\_ >> pay periods worked during the PAGA Period (May 5, 2021 to January 11, 2024).

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

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

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

**To get money from the Settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC at 1-800-355-0700.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the 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 Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

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 18 Technology Drive, Suite 164, Irvine, CA 92618. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled ***Brad Klein v. Redzone Security Inc., Riverside County Superior Court, Case No. CVRI2202841***. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair. All written objections or other correspondence must also state the name and number of the case, which is ***Brad Klein v. Redzone Security Inc., Riverside County Superior Court, Case No. CVRI2202841***. 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 LLC, 18 Technology Drive, Suite 164, Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

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

**Class Counsel:**

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

**Counsel for Defendant:**

Karen Sloat, Esq.  
Law Office of Karen J. Sloat, APC  
42-600 Caroline Court, Suite 101  
Palm Desert, CA 92211  
Tel: (760) 779-1313  
Fax: (760) 340-4834  
Email: [karen@karensloatlaw.com](mailto:karen@karensloatlaw.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 Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501 before Judge Harold Hopp. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. At the Final Approval Hearing, the Court will determine 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 **Brad Klein v. Redzone Security Inc., Riverside County Superior Court, Case No. CVRI2202841**, Settlement Administrator, c/o \_\_\_\_\_.

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement") filed on **MONTH XX**, 2043, 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 Individual Settlement Payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be redistributed to those Class Members who did cash their Settlement checks. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

# EXHIBIT B

Superior Court of California, County of Riverside  
*Brad Klein v. Redzone Security Inc.*  
Riverside County Superior Court Case No. CVRI2202841

**REQUEST FOR EXCLUSION**

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **\*\* INSERT DATE\*\***.

I. **PERSONAL INFORMATION**

Name (first, middle and last): \_\_\_\_\_  
Home Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

II. **REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Brad Klein v. Redzone Security Inc.*, Case No. CVRI2202841, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form.

Any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment. Exclusion from the Class Action Settlement does not result in exclusion from the PAGA Payment.

III. **MAILING INSTRUCTIONS**

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before **\*\*INSERT DATE\*\*** AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC  
18 Technology Drive, Suite 164  
Irvine, CA 92618

IV. **PLEASE SIGN BELOW**

I declare that the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

# EXHIBIT C

Apex Class Action LLC  
18 Technology Drive, Suite 164  
Irvine, CA 92618

**Must Be Postmarked**  
**No Later Than**  
**XXX, 2024**

**OBJECTION FORM**

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE  
*Brad Klein v. Redzone Security Inc., Case No. CVRI2202841*

<<Name>>  
<<Address>>  
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any:

**YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE XXX, 2023. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, \_\_\_\_\_, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

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Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

# **EXHIBIT 2**

# **EXHIBIT 3**

**Quotation Request:**

Jennifer Heming  
JCL Law Firm, A.P.C.  
jheming@jcl-lawfirm.com  
888.498.6999

**Case Name:**

Klein v. Redzone Security Inc.

**Date:**

Thursday, January 18, 2024

**RFP Number:**

69990042

**Prepared By:**

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

**Settlement Specifications**

|                                  |          |
|----------------------------------|----------|
| Estimated Class Size:            | 338      |
| Certified Language Translation:  | Optional |
| Static Settlement Website        | No       |
| Percentage of Undeliverable Mail | 20%      |

| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

**Data Analytics and Standardization**

|                                                                                                                    |          |          |   |          |
|--------------------------------------------------------------------------------------------------------------------|----------|----------|---|----------|
| Import and Standardize Data*                                                                                       | Per Hour | \$125.00 | 2 | \$250.00 |
| Data Analyst                                                                                                       | Per Hour | \$150.00 | 2 | \$300.00 |
| *Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr. |          |          |   |          |
| Sub Total:                                                                                                         |          |          |   | \$550.00 |

**Mailing of Class Notice**

|                                                            |             |            |     |            |
|------------------------------------------------------------|-------------|------------|-----|------------|
| Form Set Up                                                | Per Hour    | \$120.00   | 1   | \$120.00   |
| Print & Mail Class Notice                                  | Per Piece   | \$1.50     | 338 | \$507.00   |
| USPS First Class Postage                                   | Per Piece   | \$0.68     | 338 | \$229.84   |
| Remail Undeliverable Mail (Skip-Trace)                     | Per Piece   | \$2.15     | 68  | \$145.34   |
| Receive and Process Undeliverable Mail                     | Per Hour    | \$75.00    | 1   | \$75.00    |
| Process Class Member Correspondence via mail, e-mail & fax | Per Piece   | \$75.00    | 2   | \$150.00   |
| NCOA Address Update (USPS)                                 | Static Rate | \$81.65    | 1   | \$81.65    |
| Certified Language Translation: Spanish                    | Static Rate | \$1,200.00 | 1   | Optional   |
| Sub Total:                                                 |             |            |     | \$1,308.83 |

**Project Management**

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



# APEX

CLASS ACTION ADMINISTRATION

| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Toll-Free Contact Center, Website & Reporting |             |          |            |          |
|-----------------------------------------------|-------------|----------|------------|----------|
| Bilingual Toll-Free Contact Center            | Static Rate | \$125.00 | 1          | \$125.00 |
| Settlement Status Reports                     | Static Rate | \$750.00 | 1          | Waived   |
|                                               |             |          | Sub Total: | \$125.00 |

| Distribution & Settlement Fund Management             |           |            |            |            |
|-------------------------------------------------------|-----------|------------|------------|------------|
| Settlement Calculations (Preliminary and Final)       | Per Hour  | \$120.00   | 5          | \$600.00   |
| Account Management and Reconciliation                 | Per Hour  | \$140.00   | 5          | \$700.00   |
| Print & Mail Distribution Settlement Check (W-2/1099) | Per Piece | \$1.50     | 338        | \$507.00   |
| USPS First Class Postage                              | Per Piece | \$0.68     | 338        | \$229.84   |
| Print & Mail Distribution Settlement Check (W-2/1099) | Per Piece | \$1.50     | 237        | \$354.90   |
| USPS First Class Postage                              | Per Piece | \$0.68     | 237        | \$160.89   |
| Remail Distribution to Updated Address (Skip Trace)   | Per Piece | \$2.15     | 57         | \$123.54   |
| Individual Income Tax Preparation & Reporting         | Per Hour  | \$100.00   | 12         | \$1,200.00 |
| QSF Income Tax Reporting (per calendar year)          | Per Year  | \$1,000.00 | 2          | \$2,000.00 |
|                                                       |           |            | Sub Total: | \$5,876.17 |

| Post Distribution Reconciliation  |          |          |            |            |
|-----------------------------------|----------|----------|------------|------------|
| Bank Account Reconciliation       | Per Hour | \$135.00 | 4          | \$540.00   |
| Project Management Reconciliation | Per Hour | \$100.00 | 4          | \$400.00   |
| Declarations                      | Per Hour | \$120.00 | 4          | \$480.00   |
|                                   |          |          | Sub Total: | \$1,420.00 |

|                                                                    |  |  |  |             |
|--------------------------------------------------------------------|--|--|--|-------------|
| TOTAL ESTIMATED ADMINISTRATION COST:                               |  |  |  | \$9,900.00  |
| TOTAL ESTIMATED ADMINISTRATION COST INCLUDING SPANISH TRANSLATION: |  |  |  | \$11,250.00 |

Thank you for your business!



## Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **EXHIBIT 4**

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

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**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

**Honors:**

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

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

**Biography:**

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

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

**Education:**

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

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

**Biography:**

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

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

**Bar Admissions:**

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

**Professional Associations:**

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

**Education:**

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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

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

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

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