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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAREEM COLES, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

CAREFUSION RESOURCES, LLC, a
Delaware Limited Liability Company;
BECTON DICKINSON AND COMPANY, a
New Jersey Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00048696-CU-OE-CTL

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

Date: March 22, 2024
Time: 10:30 a.m.

Judge: Hon. Loren G. Freestone
Dept.: C-64

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff Kareem Coles, (hereafter "Plaintiff") in this wage and hour class and representative action filed
6 against Defendant CareFusion Resources, LLC ("CareFusion") and Defendant Becton, Dickinson and
7 Company ("BD") (collectively, "Defendants").

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

11 3. Attached hereto as **Exhibit "1"** are true and correct copies of the fully executed
12 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter
13 "Agreement"). Attached as Exhibit A to the Agreement is a true and correct copy of the court-approved
14 Class Notice.

15 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed October 20,
16 2023, Preliminary Approval Order.

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the September 21, 2023,
18 proof of filing the proposed Settlement with the LWDA.

19 6. Attached hereto as **Exhibit "4"** is true and correct copy of the February 28, 2024, proof
20 of filing this motion seeking final approval of this Settlement.

21 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
22 "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for
23 this matter as of February 28, 2024. As shown in detail in the attached transaction summary, the JCL
24 Law Firm, APC, incurred a total of \$8,567.24 in litigation costs prosecuting this action. These costs
25 are exclusive of the costs incurred by co-counsel Zakay Law Group, APLC.

26 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC's
27 "Time and Billing Journal" detailing the JCL Law Firm APC's total hours and fees for this matter as of
28 February 28, 2024. Each entry was made contemporaneously and in the ordinary course of the JCL

1 Law Firm, APC's usual course of business. The attached Time and Billing Journal shows that the JCL
2 Law Firm, APC billed a total of 433.48 hours for a total of \$195,667.50 successfully litigating this
3 action.

4 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC's
5 "Firm Resume" detailing the credentials of Class Counsel and a summary of cases on which counsel
6 has acted as class and representative action counsel.

7 **I. INTRODUCTION**

8 10. An objective evaluation of the proposed settlement of \$1,950,000.00 ("Gross Settlement
9 Amount") confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable.
10 The Settlement is a product of informed, adversarial, and non-collusive negotiations, between
11 experienced counsel, guided by the wisdom and experience of Louis Marlin, Esq., an experienced
12 mediator. After deducting any Court-approved Class Counsel Award, Service Award, Settlement
13 Administration Costs, and payments to the Labor & Workforce Development Agency ("LWDA"), the
14 Net Settlement Amount shall be distributed to the Settlement Class Members based on the number of
15 Workweeks they worked while employed by Defendants during the Class Period. ***The Settlement Class***
16 ***greeted news of the Settlement with overwhelming approval as 99.76% of the Settlement Class***
17 ***Members chose to participate in the Settlement.*** There are four opt-outs and zero objections to the
18 Settlement. The high approval by the Settlement Class evidences the clear fairness and reasonableness
19 of the Settlement.

20 11. The relief offered by the Settlement is immediate and is particularly impressive when
21 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
22 *infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement approval
23 under California law and falls well within the range of reasonableness.

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

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II. OVERVIEW OF THE LITIGATION

13. Defendants provide medical technology and services which aims to reduce medication errors and prevent healthcare associated infections throughout California, including San Diego County, where Plaintiff worked. Plaintiff was employed by Defendants from 2008 to approximately June of 2022, as a non-exempt employee. Declaration of Kareem Coles (“Coles Dec.”) at ¶ 4. Plaintiff allege that he was denied legally compliant meal and rest periods, and minimum wages and overtime compensation at all times during his employment. Throughout his employment, Plaintiff was subject to Defendants’ written policies and procedures contained in, among other documents, the “BD Corporate Policy.”

14. Generally, Plaintiff claim that Defendants failed to provide compliant meal and rest periods, failed to pay for all time worked, including time spent undergoing covid-19 screenings, failed to pay overtime and meal period premiums at the correct regular rate of pay, failed to furnish accurate itemized wage statements, failed to reimburse for mandatory business expenses, and failed to pay all wages upon separation. Defendants denies liability for each of Plaintiff’s claims. Further, Defendants asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff’s claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, compliant reimbursement practices, and it timely paid all wages due upon separation of employment.

15. On September 16, 2022, Plaintiff Coles served Defendants and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendants’ alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* (“PAGA”).

16. On September 16, 2022, Plaintiff filed a class action complaint in the San Diego County Superior Court, Case No. 37-2022-00037343-CU-OE-CTL (“Class Action”). The Class Action alleged eight causes of action against Defendants for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et. seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194,

1 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (4)
2 Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the
3 Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab.
4 Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse for Required
5 Expenses in violation of Cal. Lab. Code § 2802; (7) Failure to Pay Wages When Due in violation of
6 Cal. Lab. Code §§ 201, 202, and 203; and (8) Failure to Provide Accurate Itemized Wage Statements
7 in violation of Cal. Lab Code §226.

8 17. On December 2, 2022, Plaintiff filed a separate representative action complaint in the San
9 Diego County Superior Court, Case No. 37-2022-00048696-CU-OE-CTL (“Action”) alleging a single
10 cause of action for violations of PAGA.

11 18. The Parties participated in formal discovery at the beginning of the case, including the
12 exchange of initial disclosures with potential witness and other information and documents pertinent to
13 each side’s claims and defenses. Plaintiff also propounded written discovery in January of 2023. After
14 the initial round of discovery, the Parties agreed to mediate the Action. The Parties also agreed to
15 continue discovery, but on an informal basis, to prepare for mediation. Such discovery included
16 production of additional documents and data points subject to the mediation privilege, including but
17 not limited to, the Class Members’ time data and certain payroll data points. As discussed *infra*,
18 Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
19 Defendants’ time and payroll data.

20 19. To prepare for mediation, the Parties agreed to informally produce additional documents
21 and data points subject to the mediation privilege, including but not limited to, a sampling of the Class
22 Members’ time and payroll data, and pertinent written wage and hour policies. Plaintiff’s counsel
23 retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendants’ time and
24 payroll data.

25 20. On June 15, 2023, the Parties participated in a full day mediation with wage and hour and
26 PAGA mediator Louis Marlin, Esq. The mediation concluded with a settlement after both sides agreed
27 to a Mediator’s proposal which was subsequently memorialized in the form of a Memorandum of
28

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

21. On August 1, 2023, Plaintiff filed a First Amended Complaint for the purpose of adding the claims asserted in the Class Action to the instant Action.

22. On November 9, 2022, Defendant filed a notice of removal in the Class Action removing the case to the Southern District Court, asserting diversity jurisdiction pursuant to 28 U.S.C. sections 1332, 1441, and 1446. On July 21, 2023, the Parties stipulated to dismiss the Class Action to proceed with a global settlement in the instant Action.

23. The Court preliminarily approved a Gross Settlement Amount of \$1,950,000.00 on October 20, 2023. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Service Award; (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Payment; and (5) to satisfy the Settlement Administration Costs incurred in this action.

24. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the unanimous approval of the Settlement by the Settlement Class and absence of any objections to the Settlement.

25. Further supporting final approval, the average Individual Settlement Payment of **\$703.38** is comparable to settlement payments in similar wage and hour class actions. This result is particularly favorable considering that liability and certification were far from certain. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation.

26. Months before filing the Action, Class Counsel began its pre-filing investigation into the Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment, including portions of his time and payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

1 27. Class Counsel subsequently requested Plaintiff's employee files from Defendants. In
2 response, Defendants produced hundreds of pages of documents, including but not limited to, copies of
3 Defendants' written policies and Plaintiff's hiring documents and payroll and time records. Class
4 Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate
5 Plaintiff's claim that Defendants' failed to, among other things, provide compliant meal and rest
6 periods, to provide accurate wage statements, to compensate overtime wages at the correct regular rate
7 of pay, and to reimburse for mandatory business expenses.

8 28. To prepare for mediation, Defendants produced the time and payroll records for the Class
9 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
10 paid to the Class Members, average hourly rate for the Class Members, and copies of applicable
11 handbooks, policies, and agreements. In total, Class Counsel reviewed more than 2,000 pages of
12 documents and more than 6 million unique cells of time and payroll data.

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

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

25 31. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
26 determining Plaintiff's suitability as a putative class representative through interviews, background
27 investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims;
28 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,

1 and the type of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing
2 Defendants' labor policies and practices; (6) researching settlements in similar cases as well as
3 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
4 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)
5 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
6 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
7 independent assessment of the reasonableness of the terms to which the Parties have agreed.

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

14 **B. The Parties Settled at Mediation.**

15 33. On June 15, 2023, the Parties conducted a full day of mediation with Louis Marlin, Esq.
16 Mediator Marlin helped manage the Parties' expectations and provided a useful, neutral analysis of the
17 issues and risks to both sides. The Parties made substantial progress with Mediator Marlin's assistance.
18 Namely, the Parties exchanged information regarding their respective claims and defenses, including
19 their respective evaluation of the damages.

20 34. The mediation concluded with a settlement, after both sides agreed to a Mediator's
21 proposal. The complete and final terms of the Parties' settlement are now set forth in the Agreement.
22 Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of
23 the claims at issue.

24 35. The negotiations were adversarial, conducted at arms-length and tempered by the efforts
25 of both sides to serve the interests of their clients. The amount of the service award was not negotiated
26 until after the parties agreed to the Gross Settlement Amount and many other terms.

27
28 ///

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

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

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

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

19 39. I have significant class counsel and collective action counsel experience. My credentials
20 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit “7”**.

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

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

26 42. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
27 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers,
28

1 Rising Star list recognizes the top 2.5% of eligible attorneys. (see
2 https://www.superlawyers.com/about/selection_process.html.)

3 **E. The Risk, Expense, Complexity and Duration of Further Litigation Favor**
4 **Settlement.**

5 43. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
6 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
7 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
8 91 Cal.App.4th at 250. While the Gross Settlement Amount of \$1,950,000.00 represents a discount on
9 Defendants’ potential exposure if Plaintiff established liability on all claims and was awarded the full
10 amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable
11 defenses raised by Defendants presented a risk that could award significantly less in damages than
12 Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more years of litigation,
13 resulting in added fees and costs without any guarantee of recovery for the Class.

14 44. Although Plaintiff and Class Counsel believe that this case has merit, they recognized the
15 potential risks both sides would face if litigation of this action continued.

16 45. With respect to the most immediate challenge, i.e., class certification, the risks attendant
17 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
18 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
19 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
20 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
21 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
22 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
23 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
24 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
25 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
26 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
27 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
28 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following

1 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
2 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
3 certification of driver meal and rest period claims based on the predominance of individual issues).
4 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
5 factor favoring settlement.

6 46. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
7 recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat
8 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
9 drastically affect the value of Plaintiff's claims and, in fact, already has.

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

21 **F. The Gross Settlement Amount is Fair and Reasonable.**

22 48. The Gross Settlement Amount of \$1,950,000.00 in this case is fair and well within the
23 range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross
24 Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being
25 settled and the various potential impediments to recovery. Class Counsel developed varied economic
26 damages models measuring Defendants' liability exposure while accounting for the uncertainties of
27 continued litigation. The various models were informed by Class Counsel's investigation, including the
28 analysis of a significant sample of time and payroll data. As detailed in greater depth during the

1 preliminary approval process, Class Counsel projected a range of Defendants' liability exposure for the
2 claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents between
3 approximately 13.80% of Defendants' maximum liability and approximately 44.96% of Defendants'
4 *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

5 49. Clearly the goal of this litigation to obtain redress for the class has been met by this
6 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
7 between experienced counsel, the settlement is entitled to final approval.

8 **VI. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE**
9 **REASONABLE**

10 50. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of
11 \$85,000 which is 4.3% of the Gross Settlement Amount. This amount falls well within the range of
12 approved PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment (\$63,750) will be paid
13 to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA
14 Payment (\$21,250) to be distributed to the Aggrieved Employees, which is within the range of PAGA
15 Payment approved by courts and should be approved.

16 51. Further, on September 21, 2023, Class Counsel gave the LWDA notice of this Settlement
17 and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval
18 with the LWDA. On February 28, 2024, Plaintiff gave the LWDA notice of this motion seeking final
19 approval of this settlement.

20 **VII. CLASS COUNSEL'S REQUEST FOR FEES AND COSTS**

21 **A. LODESTAR**

22 52. As of February 28, 2024, the JCL Law Firm, APC incurred a total lodestar of \$195,667.50
23 for 433.48 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
24 firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
25 the conduct of the case. Detailed Time And Billing Journal for the JCL Law Firm are attached hereto
26 as Exhibit 6.

27 53. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC, worked
28 a total of 250.1 hours successfully prosecuting this action for a lodestar of \$140,047.50. A true and

accurate copy of the Zakay Law Group, APLC time and billing entries is attached to the Declaration of Shani Zakay, Esq. filed concurrently herewith.

54. Collectively, Class Counsel spent a total of 683.9 hours successfully litigating this matter for a total combined lodestar of \$335,715.00 and is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	433.8	\$195,667.50
Zakay Law Group, APLC	250.1	\$140,047.50
Total	683.9	\$335,715.00

55. The JCL Law Firm's rates are comparable to those judicially approved for other plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range. See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011) (Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH

1 (MEJ)(N.D. Cal.) (approving 2011 partner rates between \$825 and \$700, and associates hourly rates
2 between \$355 and \$405 an hour).

3 56. Moreover, my billing rate has been approved multiple times within the last twelve months
4 by California Superior Court judges. (*See generally Garces, et al. v. DriverDo, LLC*, Los Angeles
5 Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$550
6 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
7 Counsel; *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-
8 00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$550 billing rate and appointed Jean
9 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Hernandez, et al. v. Parenting*
10 *Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman
11 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as
12 Class Counsel; *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No.
13 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$550 billing rate and appointed Jean
14 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Rodriguez v. RM Parks Place,*
15 *Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy
16 Castillo approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
17 APC, as Class Counsel; *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-
18 588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$550 billing rate and appointed Jean Claude
19 Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Rodriguez v. EAH, Inc.*, Santa Cruz
20 Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$550 billing rate
21 and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel, in a
22 \$1,450,000 wage and hour class and PAGA action; *Toler v. Total Testing Solutions, LLC*, Los Angeles
23 Superior Court Case No. 21STCV38452 (July 27, 2023) Hon Elihu M. Berle approved a \$550 billing
24 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *O'Quinn*
25 *v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon.
26 Carolyn B. Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL
27 Law Firm, APC, as Class Counsel; *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior
28 Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$550 billing rate and

1 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Repass v. The*
2 *Scion Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285285 (August 23, 2023) Hon.
3 Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL
4 Law Firm, APC, as Class Counsel; *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court
5 Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$550 billing rate and
6 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Mendez v. Bondz,*
7 *Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023)
8 Hon. George J. Abdallah, Jr. approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq.
9 of the JCL Law Firm, APC, as Class Counsel; *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior
10 Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$550 billing rate
11 and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Jackson v.*
12 *White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon.
13 Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL
14 Law Firm, APC, as Class Counsel; *DeSanctis v. Douglas Products and Packaging Company,*
15 *LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat
16 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as
17 Class Counsel; *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No.
18 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$550 billing rate and appointed Jean
19 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Trinh v. Precision Metal*
20 *Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October
21 16, 2023) Hon. Matthew C. Braner approved a \$550 billing rate and appointed Jean Claude Lapuyade,
22 Esq. of the JCL Law Firm, APC, as Class Counsel; *Ware v. Shake Shack Enterprises, LLC*, Alameda
23 Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$550 billing
24 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel in a
25 \$1,330,000 wage and hour class and PAGA action.).

26 57. Further, Class Counsel will be performing additional work, including finalizing the
27 motion for final approval, attending the hearing on final approval, finalizing the orders and judgment,
28 drafting a joint motion to dismiss the related federal court action, and monitoring completion of the

1 settlement process over the course of several years. I expect this additional work will result in an
2 additional 20-30 hour of additional work and an additional lodestar between \$12,000 and \$18,000.

3 58. As part of the settlement, the parties agreed to Attorneys' Fees and Expenses of
4 \$675,000.00, comprised of \$650,000.00 for attorneys' fees (one-third of the Gross Settlement Amount)
5 and up to \$25,000.00 for reimbursement of actually incurred litigation expenses. The requested
6 attorneys' fees portion of the Class Counsel Award equal to one-third of the Gross Settlement Amount
7 are fair compensation and, respectfully, should be approved. **The requested attorneys' fees portion**
8 **of the Class Counsel Award as a percentage of the fund is supported by the overall lodestar**
9 **incurred with a modest multiplier of 1.93.** Again, obviously this is much lower than the multiplier
10 approved in *Laffitte* with significant work left to perform. The requested award is therefore reasonably
11 viewed by the Lodestar/Multiplier cross-check.

12 59. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation
13 on a contingent basis. Further, the attorneys' fees portion of the Class Counsel Award are within the
14 historically recognized range attorneys' fees awarded in common fund class action settlements –
15 between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a reasonable
16 1.93 multiplier.

17 **B. THE REQUESTED CLASS COUNSEL AWARD IS FAIR AND REASONABLE**

18 60. The Agreement provides for payment of the Class Counsel Award from the common
19 fund. Notably, after being provided with notice of the Settlement and the requested Class Counsel
20 Award, there are only *four opt-outs and zero objections*. Nearly every member of the Settlement Class
21 will receive his or her Individual Settlement Payment. Now, it is only equitable that the Settlement
22 Class also pay their pro rata share of attorneys' fees at a reasonable percentage-of-recovery rate to
23 compensate Class Counsel for their efforts in creating the common fund. Accordingly, it is well within
24 the Court's discretion to award fees to Class Counsel under the common fund doctrine.

25 61. Class Counsel requests attorneys' fees in the amount of \$650,000.00 representing one-
26 third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in
27 similar wage and hour class actions. *Rodriguez v. RSI*, San Bernardino Superior Court, Case No.
28 CIVDS2023354 (Hon. David Cohn approved Class Counsel's 33.3% attorneys' fee request in a

1 \$1,450,000 common fund wage and hour class action settlement, which equated to Class Counsel's
2 lodestar plus a 1.87 multiplier); *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles
3 Superior Court, Case No. 19STCV20382 (Hon. John P. Doyle approved Class Counsel's 33.3%
4 attorneys' fee request plus \$15,000 in litigation costs in a \$242,500 class action settlement); *Hill v.*
5 *Stemak Holdings, Ltd.*, San Diego Superior Court Case No. 37-2018-00000747 (Hon. Kenneth Medel
6 approved Class Counsel's 33.3% attorneys' fee request plus \$17,500 in actually incurred litigation costs
7 in a \$386,500 common fund wage and hour class action settlement.); *Shachno et al., v. KT Hotels, LLC,*
8 *et al.*, San Diego Superior Case No. 37-2018-0043601-CU-OE-CTL (Hon. Gregory W. Pollack
9 approved Class Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding
10 \$20,000 in a \$500,000 common fund wage and hour class action settlement.); *Moschetto v. Pillow*
11 *Global, Inc.*, San Diego Superior Court Case No. 37-2017-00024031-CU-OE-CTL (Hon. John S.
12 Meyer, approved Class Counsel's 33.3% attorney fee request plus actually incurred litigation costs
13 exceeding \$15,000 in a \$250,000 common fund wage and hour class action settlement.); *Terrado et al.,*
14 *v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-
15 OE-CTL (Hon. Gregory W. Pollack, awarded Class Counsel 33.3% fee request and \$16,000 in litigation
16 costs in a \$2 million common fund settlement, which equated to Class Counsel's lodestar plus at 1.62
17 multiplier.); *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No.
18 CIVDS1512625, (Hon. Thomas Garza awarded Class Counsel 33.3% fee request and more than
19 \$17,000 in litigation costs on a \$1.75 million common fund wage and hour settlement, which equated
20 to Class Counsel's lodestar plus a 1.67 multiplier.); *Hernandez v. Sunglass Hut Trading, LLC*, San
21 Bernardino Superior Court Case No. CIVDS1505181 (Hon. Bryan F. Foster awarded Class Counsel
22 33.3% fee request and \$22,632.93 in litigation costs and expenses on a \$1.8 million settlement, which
23 equated at Class Counsel's lodestar plus a 1.89 multiplier.); *Engstrom v. Bender-Rosenthal, Inc.* San
24 Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (Hon. Joel Wohfeil approved Class
25 Counsel's 33.3% on a \$360,000 common fund wage and hour class action settlement, which equated to
26 Class Counsel's lodestar plus a 1.2 multiplier.). Moreover, the requested attorneys' fee award is in the
27 middle of historically recognized range of attorneys' fees awarded in common fund settlements.

28 ///

1 62. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement
2 Amount of approximately **\$1,165,500.00**, an average Individual Settlement Payment of **\$703.38**, high
3 payment of **\$1,066.10**, and a low payment of **\$6.77**. The attorneys' fee portion of the Class Counsel
4 Award request should be awarded based upon the Gross Settlement Amount in accordance with *Laffitte*,
5 i.e., percentage of the fund with a lodestar cross check. As further explained below, the reasonableness
6 of the requested attorneys' fee award of \$650,000.00 is further supported by the lodestar cross-check.

7 63. Because the Settlement in this case is a pure common fund case, and the percentage of
8 the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award
9 based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the
10 requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact,
11 below what the California Supreme Court approved in *Laffitte*. For those reasons, and those discussed
12 *infra*, Class Counsel respectfully requests this Court approve a Class Counsel Award in the amount of
13 **\$675,000**, comprised of \$650,000.00 for attorneys' fees and up to \$25,000.00 for reimbursable litigation
14 costs.

15 64. Courts have consistently recognized that the results achieved are an important factor to
16 be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) ("most critical
17 factor is the degree of success obtained"). Here, after a vigorous and contentious litigation process,
18 significant monetary relief is to be provided to Settlement Class and the excellent results achieved by
19 Class Counsel through this Settlement alone justify the requested fee award. As fully briefed in
20 Plaintiff's motions for preliminary and final approval, the Gross Settlement Amount represents between
21 approximately 13.80% of Defendants' maximum liability and approximately 44.96% of Defendants'
22 *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

23 65. The likelihood of establishing liability and recovering the full amount of damages was
24 extremely remote and the Gross Settlement Amount of \$1,950,000.00 from which the Settlement Class
25 will receive an average Individual Settlement Payment of **\$703.38**, high payment of **\$1,066.10**, and a
26 low payment of **\$6.77** represents an excellent recovery for the Settlement Class considering Defendants'
27 vigorous defense and the risks of continued litigation.

28 ///

1 66. In reaching this Settlement, Class Counsel carefully considered the strength of the case
2 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
3 class certification through trial. Plaintiff is confident about the strength of his claims. Nonetheless,
4 Plaintiff recognizes that Defendants has factual and legal defenses that, if successful, would potentially
5 defeat or substantially impair the value of the lawsuit.

6 67. Additionally, continuing to litigate this action would require continued and extensive
7 resources coupled with significant Court time to proceed through contested certification, trial, and post-
8 trial motions, which can often take years. Furthermore, wage and hour litigation is complex and
9 expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But
10 even if Plaintiff was successful at trial, Plaintiff is acutely aware that a judgment does not end the
11 litigation. Plaintiff fully expects that Defendants would likely appeal any judgment.

12 68. Considering these issues, the Gross Settlement Amount of \$1,950,000.00 is an excellent
13 result for the Settlement Class. While the Gross Settlement Amount represents a discount on Plaintiff's
14 overall estimate of the damages, this reduction is an extremely reasonable compromise considering the
15 challenges of continued litigation, including but not limited to, maintaining class certification, and
16 establishing liability on all claims against Defendants. The Settlement commits Defendants to create a
17 Gross Settlement Amount, from which the Settlement Class will derive a *significant financial recovery*
18 for their alleged damages and extinguish the risks of continued litigation, including a potential
19 bankruptcy and/or an appeal that would likely be filed following a judgment in Plaintiff's favor. Such
20 efforts would likely result in a delay of several years before this case would be resolved, with no
21 guarantee of recovery, whereas the Settlement provides for an average recovery of \$703.38, placing it
22 well within the range of reasonableness.

23 69. Furthermore, the Settlement Class greeted news of the Settlement with 99.76% of the
24 Settlement Class Members participating in the Settlement. The high approval by the Settlement Class
25 Members evidences the positive overall result of the litigation.

26 70. Moreover, Class Counsel expects to incur an additional 20-30 hours of work attending
27 the hearing on final settlement approval, administering the settlement, filing post distribution settlement
28 declarations, and drafting an amendment judgment. Class Counsel devoted considerable time and effort

1 to achieve the benefit to the Settlement Class and the requested Class Counsel Award in the amount of
2 \$675,000 comprised of \$650,000.00 for attorneys' fees and up to \$25,000 for reimbursable litigation
3 costs is appropriate here given the excellent results achieved.

4 71. Practice in the narrow area of wage and hour class action litigation requires skill,
5 knowledge, and experience in two distinct subsets of the law. Expertise in one does not necessarily
6 translate into expertise in the other. Class Counsel must have expertise in both. The issues presented
7 in this case required more than just a general appreciation of wage and hour law and class action
8 procedure.

9 72. For instance, the legal landscape surrounding Plaintiff's central claim, meal and rest
10 period violations is in constant flux. Nevertheless, Class Counsel successfully navigated these seismic
11 legal changes during this action in route to successfully negotiating a significant monetary
12 compensation for the Settlement Class.

13 73. The Settlement was possible only because Class Counsel was able to convince
14 Defendants that Plaintiff could potentially prevail on the contested issues regarding liability, achieve
15 class certification through trial, overcome difficulties in proof as to monetary relief and take the case to
16 trial if need be. In successfully navigating these hurdles Class Counsel displayed the necessary dual
17 skill set.

18 74. Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant
19 risk that the litigation would yield no recovery after many years of work. Unlike counsel for Defendants,
20 who are paid an hourly rate and reimbursed for their expenses on a regular basis, Class Counsel has not
21 been compensated for any time or expenses to date.

22 75. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an
23 hourly basis and thus can obtain representation only if they can find counsel who are willing to accept
24 their case on a contingent basis and agree to advance either all or a significant portion of the costs.

25 76. Here, Class Counsel undertook this litigation on a purely contingency basis, thereby
26 bearing the risk that they would only receive remuneration for the substantial investment of time and
27 resources and hours and costs expended if Plaintiff was successful.

28 ///

1 77. Additionally, in taking this case on a purely contingency basis, Class Counsel had to turn
2 away other fee generating work because the case required Class Counsel to not only devote considerable
3 time and resources to effectively prosecute and settle this action, but also wait until the Settlement is
4 fully funded before finally being made whole. Now, having overcome the obstacles surrounding
5 Plaintiff's claims and negotiated an excellent result on behalf of the Settlement Class, Class Counsel
6 should be compensated with a fee award properly reflecting these efforts.

7 78. Here, Class Counsel negotiated a one-third contingency fee arrangement, which is a
8 reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and
9 hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent
10 results achieved by this Settlement bear their pro rata share of the attorney's fees award to Class
11 Counsel.

12 **C. Class Counsel's Costs**

13 79. Prior to incurring costs for filing of the Motion for Final Approval and Motion for
14 Approval of Class Counsel Award and Service Award, Class Counsel expended \$15,728.31 (JCL Law
15 Firm, APC - \$8,567.24 and Zakay Law Group, APC - \$7,161.07) prosecuting this action. The JCL Law
16 Firm's costs are reflected in the attached Exhibit "5". The Zakay Law Group, APLC's costs are attached
17 to the Declaration of Shani Zakay, Esq. filed concurrently herewith.

18 80. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged
19 to paying clients including the following: filing fees; copying; postage; factual and legal research
20 charges; mediation fees, which were all incurred during, and were necessary for the successful
21 prosecution of, the litigation and, therefore, should be reimbursed.

22 81. Consequently, Class Counsel incurred a total of \$15,728.31 successfully prosecuting this
23 action. Class Counsel now requests reimbursement for those incurred litigation expenses and costs in
24 the amount up to \$25,000 as provided for in the Settlement Agreement and based upon Class Counsel's
25 billing records.

26
27
28 ///

1 **D. Plaintiff's Service Award Is Reasonable and Should be Approved**

2 82. The amount of the requested Service Award to Plaintiff for \$10,000 is reasonable by
3 reference to the amounts that California courts (both federal and state) have repeatedly awarded in
4 similar class action settlements. *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County Super.
5 Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v.*
6 *Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct Mar. 21, 2011)
7 (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A.
8 County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff);
9 *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (LA. County Super. Ct. Oct. 3, 2013) (awarding
10 \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A.
11 County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast*
12 *Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding
13 \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc*, No. BC422934 (LA. County Super. Ct.
14 July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v.*
15 *Victoria's Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding
16 enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their
17 general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (LA. County
18 Super. Ct Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail &*
19 *Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding
20 \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910
21 (LA. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills*
22 *Mortuary, LP.*, No. BC386500 (LA. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement
23 payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*, No. BC440282 (L.A.
24 County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray*
25 *Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement
26 payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc*, No. BC422202
27 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000 enhancement payment); *Zamora v. Balboa*
28 *Life & Casualty LLC*, No. BC360026 (LA. 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. Cingular 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 Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

83. Additionally, Class Counsel and Class Representative Kareem Coles (hereinafter “Plaintiff” or “Class Representative”), respectfully requests this Court approve the Service Award in the amount of \$10,000. The Class Representative faithfully and dutifully performed his role on behalf of the Settlement Class. The Class Representative dedicated valuable time and assisted in the successful prosecution of this action. Further, the Class Representative granted Defendants a general release.

84. Further, after administering notice of this settlement, not one of the 1,661 Class Members objected to the requested Service Award. Again, the unanimous consent favors the Court’s approval of the requested Service Award.

85. Equally important, the time effort and services provided to the Settlement Class justifies the requested Service Award. The Class Representative performed his duties to the Settlement Class admirably. Plaintiff worked extensively with Class Counsel over the course of the twenty-two months of investigation and litigation. For instance, Plaintiff also assisted with the review of documents, preparation of pleadings, and location of witnesses. Similarly, Plaintiff searched, located, and produced

1 several documents in connection with the litigation and assisted Class Counsel in preparation of the
2 complaint and mediation brief.

3 86. Additionally, Plaintiff remained available and responsive throughout the entire litigation
4 to address all case needs. Plaintiff willingly came forward to protect and advance the rights of the
5 Settlement Class on an important legal dispute affecting California employees. By way of example,
6 Plaintiff assumed the serious risk of liability for Defendants' costs and potentially fees if the case was
7 unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the
8 rights of the Settlement Class.

9
10 I declare under the penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct. Executed this 28th day of February 2024, at San Diego, California.

12
13 **JCL LAW FIRM, APC**

14 By: 

15 Jean-Claude Lapuyade
16 Attorneys for Plaintiff
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EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiff KAREEM COLES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAREEM COLES, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CAREFUSION RESOURCES, LLC, a
Delaware Limited Liability Company;
BECTON DICKINSON AND COMPANY, a
New Jersey Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00048696-CU-OE-CTL

[Complaint Filed: December 2, 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 Kareem Coles (hereinafter “Plaintiff”), an individual, on behalf
3 of himself, and on behalf of all persons similarly situated, and in his representative capacity on behalf
4 of the State of California and the Aggrieved Employees (as that term is defined below), on one hand,
5 and Defendant CareFusion Resources, LLC (“CareFusion”) and Defendant Becton, Dickinson and
6 Company (“BD”)(together, “Defendants,” and with Plaintiff, the “Parties”), on the other hand:

7 **I. DEFINITIONS**

8 A. “Action” shall mean the putative class and PAGA representative action lawsuit
9 designated *Kareem Coles v. CareFusion Resources, LLC, et al.*, San Diego County Superior Court,
10 Case No. 37-2022-00048696-CU-OE-CTL, filed December 2, 2022, as amended.

11 B. “Agreement,” “Settlement Agreement,” or “Class and PAGA Settlement” means this
12 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

13 C. “Aggrieved Employees” means all non-exempt employees who worked for
14 CareFusion in California and/or all non-exempt employees employed by BD who worked for
15 CareFusion in California, at any time during the PAGA Period.

16 D. “Aggrieved Employee Payment” shall mean an Aggrieved Employee’s pro rata share
17 of twenty-five percent (25%) of the PAGA Payment (\$21,250.00) that will be distributed to the
18 Aggrieved Employee based on the Aggrieved Employee’s PAGA Payment Ratio, as described in
19 this Agreement.

20 E. “Class” or the “Class Members” means all non-exempt employees who worked for
21 CareFusion in California and/or all non-exempt employees employed by BD who worked for
22 CareFusion in California, at any time during the Class Period.

23 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
24 Shani O. Zakay, Esq. of Zakay Law Group, APLC.

25 G. “Class Counsel Award” means the award of fees and expenses that the Court
26 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class
27 Members and the Aggrieved Employees in the Action, consisting of attorneys’ fees not to exceed
28 one-third of the Gross Settlement Amount currently estimated to be \$650,000.00 out of

1 \$1,950,000.00, plus costs of up to \$25,000.00. Payment for attorneys' fees will be divided between
2 Class Counsel in the following percentages: 50% to JCL Law Firm, APC, and 50% to Zakay Law
3 Group, APLC, subject to court approval. Payment for attorneys' expenses shall be made to the firm
4 or firms that incurred the expenses as demonstrated through declarations with supporting invoices
5 submitted to the court, in a total amount not to exceed \$25,000, and in accordance with the process
6 outlined in Paragraph 10.

7 H. "Class Data" means information regarding Class Members that Defendants will in
8 good faith compile from their records and provide to the Settlement Administrator. It shall be
9 formatted as a password-protected Microsoft Excel spreadsheet and shall include: each Class
10 Member's full name; last known address; employee ID number; Social Security Number; his or her
11 number of workweeks worked during the Class Period as a Class Member; and his or her number of
12 pay periods worked during the PAGA Period as an Aggrieved Employee (if applicable).

13 I. "Class Payment Ratio" means the respective Workweeks for each Settlement Class
14 Member divided by the total Workweeks for all Settlement Class Members.

15 J. "Class Period" means the period beginning October 2, 2020 through November 15,
16 2023, or the date of preliminary approval of the settlement, whichever occurs first.

17 K. "Class Representative" shall mean plaintiff Kareem Coles.

18 L. "Court" means the Superior Court for the State of California, County of San Diego
19 currently presiding over the Action.

20 M. "Defendants" shall mean CareFusion Resources, LLC and Becton, Dickinson and
21 Company.

22 N. "Effective Date" means the first date upon which all of the following events have
23 occurred:

24 1. the Court has held a final fairness and approval hearing and entered the final
25 order and Judgment approving the Settlement; and,

26 2. the later of: (a) the date sixty (60) days after notice of entry of the final
27 approval order and Judgment, if no motions for reconsideration and no appeals or other efforts to
28 obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other
effort to obtain review of the Final Order and Judgment has been filed, the date sixty (60) days after

1 such reconsideration, appeal or review has been finally concluded. In this regard, it is the intention
2 of the Parties that the Effective Date of Settlement shall not be a date before the Court's order
3 approving the Settlement has become completely final, and there is no timely recourse by any person
4 who seeks to object to or otherwise contest the Settlement.

5 O. "Funding Date" shall mean the date by which Defendants pay the Gross Settlement
6 Amount to the Settlement Administrator in accordance with the terms of this Agreement. Defendants
7 will pay the Gross Settlement Amount to the Settlement Administrator within twenty-one (21)
8 calendar days after the Effective Date.

9 P. "Gross Settlement Amount" means One Million, Nine Hundred Fifty Thousand
10 Dollars and Zero Cents (\$1,950,000.00), which sum is inclusive of Settlement Administration Costs,
11 Class Counsel Award, Service Award, and the PAGA Payment, as approved by the Court. The Gross
12 Settlement Amount is all-in with no reversion and exclusive of the employer's share of payroll tax,
13 if any, triggered by any payment under this Settlement, as calculated by the Settlement
14 Administrator. Under no condition will Defendants be required to pay more than the Gross
15 Settlement Amount, except as provided in Section III(A)(2) below. Any amounts not approved by
16 the Court shall be added to the Net Settlement Amount to be distributed to Settlement Class Members
17 and shall not be grounds to object to or terminate the Settlement.

18 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member, as calculated by the Settlement Administrator, and
20 excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

21 R. "LWDA" shall mean the California Labor and Workforce Development Agency.

22 S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
23 (\$63,750.00) payable to the to the LWDA.

24 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
25 Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs.

26 U. "Notice Packet" means the Settlement Notice to be provided to the Class Members
27 by the Settlement Administrator in substantially the same form set forth as Exhibit A to this
28

1 Agreement (other than formatting changes to facilitate printing by the Settlement Administrator), as
2 approved by the Court.

3 V. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff in
4 the Action.

5 W. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
6 Labor Code § 2698 et seq.

7 X. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
8 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved Employees during
9 the PAGA Period.

10 Y. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
11 Employee Payment, as defined herein, means the number of pay periods of employment during the
12 PAGA Period that each Aggrieved Employee worked in California.

13 Z. “PAGA Period” means the period beginning September 16, 2021 through November
14 15, 2023 or the date of preliminary approval of the Settlement, whichever occurs first.

15 AA. “PAGA Payment” shall mean Eighty-Five Thousand Dollars and Zero Cents
16 (\$85,000.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims
17 asserted in the Action, as approved by the Court.

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

20 CC. “Plaintiff” shall mean Kareem Coles.

21 DD. Qualified Settlement Fund or “QSF” means the account established, designated, and
22 maintained under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1
23 by the Settlement Administrator to fund the Gross Settlement Amount.

24 EE. “Released Class Claims” shall mean all the claims asserted or that could have been
25 alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints
26 and any amendments thereto which occurred during the Class Period; and, expressly excluding
27 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
28 security, workers’ compensation, and class claims outside of the Class Period.

1 FF. "Released PAGA Claims" shall mean the release by the Aggrieved Employees of all
2 claims for PAGA penalties asserted or that could have been asserted arising out of the facts alleged
3 in the operative complaints and any amendments thereto, and Plaintiff's letter to the LWDA, which
4 occurred during the PAGA Period.

5 GG. "Released Parties" shall mean Defendants and their attorneys, insurers, brands,
6 concepts, parents, affiliates, subsidiaries, successors, assigns, and any individual or entity that could
7 be jointly liable with Defendants.

8 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
9 Administrator mails Notice Packets to Class Members and the last date on which Class Members
10 may submit requests for exclusion or objections to the Settlement. Neither side shall encourage any
11 Class Member to opt out.

12 II. "Service Award" means an award in the amount of up to \$7,500 or in an amount that
13 the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement
14 Payment and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in
15 assisting with the prosecution of the Action.

16 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

17 KK. "Settlement Administration Costs" shall mean the amount paid to the Settlement
18 Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this
19 Agreement currently estimated not to exceed \$17,000.00.

20 LL. "Settlement Administrator" means Apex Class Action LLC, located at 20371 Irvine
21 Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700. The Settlement Administrator shall
22 establish, designate, and maintain, a non-interest bearing QSF under Internal Revenue Code section
23 468B and Treasury Regulation section 1.468B-1, into which the Gross Settlement Amount will be
24 deposited. The Settlement Administrator shall maintain the funds until distribution in an account(s)
25 segregated from the assets of Defendants and any person related to Defendants.

26 MM. "Settlement Class Members" or "Settlement Class" means all Class Members who
27 have not submitted a timely and valid request for exclusion as provided in this Agreement and
28 determined by the Settlement Administrator.

1 NN. "Workweeks" means the number of weeks each Class Member actually worked for
2 compensation as a Class Member during the Class Period, taking into account leaves of absence and
3 gaps in employment.

4 **II. RECITALS**

5 A. On September 16, 2022, Plaintiff filed a Class Action complaint in the San Diego
6 Superior Court, Case No. 37-2022-00037343-CU-OE-CTL ("Class Action").

7 B. On September 16, 2022, Plaintiff filed a Notice of Violations with the Labor and
8 Workforce Development Agency (LWDA) and served the same on Defendants.

9 C. On November 9, 2023, Defendants removed the Class Action from San Diego County
10 Superior Court to the Southern District of California, Case No. 22CV1762.

11 D. On December 2, 2022, Plaintiff filed a separate representative action in San Diego
12 Superior Court, Case No. 37-2022-00048696-CU-OE-CTL, for a single cause of action for violations
13 of PAGA (the "Action").

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

18 F. Defendants deny any liability or wrongdoing of any kind associated with the claims
19 alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative,
20 alleged in the Operative Complaint, and/or alleged in the Class Representative's PAGA notices to
21 the LWDA are owed, and further contend that, for any purpose other than settlement, the Action is
22 not appropriate for class or representative action treatment. Defendants contend, among other things,
23 that at all times they complied with the California Labor Code, Industrial Welfare Commission Wage
24 Orders, and applicable law.

25 G. The Class Representative is represented by Class Counsel. Class Counsel investigated
26 the facts relevant to the Action, including conducting an independent investigation as to the
27 allegations, reviewing documents and information exchanged through informal discovery, and
28 reviewing documents and information provided by Defendants pursuant to informal requests for

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

10 H. On June 15, 2023, the Parties participated in mediation presided over by Louis Marlin,
11 Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a
12 Mediator's settlement proposal, which was subsequently memorialized in the form of a
13 Memorandum of Understanding.

14 I. As a result of the settlement, the Parties stipulated to the filing of a First Amended
15 Complaint in the Action that consolidates the class and PAGA claims in the Action and includes
16 claims raised, negotiated, and settled at mediation, including claims under Labor Code 226 based on
17 allegedly incorrect legal employer name and/or address on wage statements. The Parties also
18 stipulated to dismiss without prejudice the Class Action.

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

26 K. The Parties believe that the Settlement is fair, reasonable, and adequate. The
27 Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The
28 Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through

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

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, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the Gross Settlement Amount. Other than Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, as determined be the Settlement Administrator, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size. Defendants represent that, at the time of mediation, the Class was comprised of approximately 1,609 individuals who collectively worked approximately 181,114 Workweeks during the Class Period. In regard hereto, Defendants will provide a declaration under penalty of perjury confirming these numbers within three (3) business days prior to Plaintiff filing the Motion for Preliminary Approval. If the total number of Workweeks exceeds 181,114 by more than 10% (i.e., if the number of Workweeks exceeds 199,226), Defendants' Counsel shall notify Class Counsel that Defendants will, at Defendants' sole discretion, either (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class members above ten percent (10%) (e.g., if the number of workweeks is 12 percent greater than 181,114, the Gross Settlement Amount will increase by an additional two percent), or (ii) limit /shorten the Class Period to a time period for which the total number of Workweeks does not exceed 181,114 workweeks, as determined by the Settlement Administrator.

1 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
2 into a non-interest bearing QSF, through the Settlement Administrator on or before the Funding Date.

3 4. Defendants' Share of Payroll Taxes. Defendants' share of employer-side
4 payroll taxes shall be calculated by the Settlement Administrator and paid into the QSF in addition
5 to the Gross Settlement Amount on the Funding Date.

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

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

14 D. Additional General Release and Waiver of Claims by Plaintiff.

15 1. In addition to the releases set forth above, Plaintiff, in his individual
16 capacity, agrees to release the Released Parties from any and all claims, known and unknown, under
17 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law,
18 arising as of the date of execution of this Agreement, including but not limited to claims arising from
19 or related to his employment with Defendant, separation of employment from Defendant, and any
20 acts that have or could have been asserted in any legal action or proceeding against Defendant,
21 whether known or unknown, arising under any federal, state or local law or statute, including, inter
22 alia, those arising under the California Labor Code, Fair Labor Standards Act, Americans with
23 Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security
24 Act, National Labor Relations Act, California Corporations Code, California Business and
25 Professions Code, California Fair Employment and Housing Act, California Constitution (all as
26 amended), and law of contract and tort, as well as for discrimination, harassment, retaliation,
27 wrongful termination, lost wages, benefits, other employment compensation, emotional distress,
28

1 medical expenses, other economic and non-economic damages, attorney fees, and costs (collectively,
2 “Plaintiff’s Released Claims”). 

3 2. This release is intended to cover any claims not covered by the separate
4 release in Plaintiff’s Individual Settlement Agreement executed contemporaneously herewith.
5 Plaintiff executes this release with the full knowledge that the release covers all possible claims
6 against the Released Parties, to the fullest extent permitted by law, except claims based on an alleged
7 breach of this Agreement and except claims that are identified in the separate Individual Settlement
8 Agreement and Release and, for those such claims, the Individual Settlement Agreement and Release
9 releases them.

10 3. Notwithstanding the foregoing, the Parties expressly agree and
11 acknowledge that nothing in this Agreement releases or waives any rights or claims the Parties may
12 have with respect to any claims for workers’ compensation or to other rights and claims that cannot
13 be waived as a matter of law or public policy.

14 4. Even if Plaintiff discovers facts in addition to or different from those
15 that he now knows or believes to be true with respect to the subject matter of Plaintiff’s Released
16 Claims, those claims will remain released and forever barred. To effect a full and complete general
17 release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of
18 section 1542 of the Civil Code of the State of California, and does so understanding and
19 acknowledging the significance and consequence of specifically waiving section 1542. Section 1542
20 of the Civil Code of the State of California states as follows:

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

25 5. Thus, notwithstanding the provisions of section 1542, and to implement
26 a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges
27 this Settlement is intended to include in its effect, without limitation, all claims Plaintiff does not
28 know or suspect to exist in Plaintiff’s favor at the time of signing this Settlement, and that this

1 Settlement contemplates the extinguishment of any such claims. Plaintiff warrants that he has read
2 this Settlement, including this waiver of California Civil Code section 1542, and that Plaintiff has
3 consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this
4 Settlement and specifically about the waiver of section 1542, and that Plaintiff understands this
5 Settlement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this
6 Settlement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in
7 addition to those Plaintiff now knows or believes to be true regarding the matters released or
8 described in this Settlement, and even so Plaintiff agrees that the releases and agreements contained
9 in this Settlement shall remain effective in all respects notwithstanding any later discovery of any
10 different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection
11 with the true facts involved in the matters, disputes, or controversies released or described in this
12 Settlement or with regard to any facts now unknown to Plaintiff relating thereto. Plaintiff further
13 acknowledges this waiver of the provisions of section 1542 was separately bargained for and is an
14 essential and material term of this Agreement.

15 E. Nullification of Settlement Agreement. In the event: (i) the Court does not grant
16 preliminary or final approve this Settlement Agreement; (ii) the Court does not enter a final order
17 and Judgment approving the Settlement; (iii) the Settlement does not become final or Effective; (iv)
18 Defendants are in any way prevented or prohibited from obtaining a complete resolution of the
19 Released Class Claims and Released PAGA Claims, or (v) if Defendants fail to fully fund the Gross
20 Settlement Amount:

21 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
22 and shall not be relied upon for any negotiations and/or admissible in any judicial, administrative, or
23 arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

24 2. The conditional class certification (obtained for any purpose) shall be void *ab*
25 *initio* and of no force or effect, and shall not be relied upon for any negotiations and/or admissible in
26 any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue,
27 substantive or procedural; and
28

1 3. None of the Parties to this Settlement will be deemed to have waived any
2 claims, objections, defenses, or arguments in the Action, including with respect to the issue of class
3 certification.

4 4. In the event that Defendants fail to fund the Gross Settlement Amount,
5 Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the
6 Settlement Class Members and all Settlement Administration Costs incurred to the date of
7 nullification.

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

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

24 H. No Tax Advice. Neither Class Counsel nor Defendants' Counsel intend anything
25 contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in
26 this Settlement be relied upon as such within the meaning of United States Treasury Department
27 Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiff, Class Members, and Aggrieved
28 Employees understand and agree that except for Defendants' payment of the employer's portion of

any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

I. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendants an opportunity to review and comment upon the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; establishing, hosting and maintaining a dedicated webpage throughout the administration process with links to pertinent documents, i.e., notice and related forms, and updates on settlement; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; formatting, printing and mailing the Notice Packets to the Class Members as directed by the Court; conducting a National Change of Address search to update Class Member addresses before mailing the Notice Packets; receiving and reviewing for validity all objections and requests for exclusion; calculating workweeks, Individual Settlement Payments and Aggrieved Employee Payments, and resolving workweek disputes; re-mailing Notice Packets that are returned to the Class Member's new address; setting up, printing, and mailing reminder post cards, as needed; setting up a toll-free telephone number to receive calls from Class Members; issuing checks to effectuate the payments due under this Settlement; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and Aggrieved Employee Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities and providing documentation of same to Defendants; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating

1 the date of the mailing, the number of opt outs from the Settlement it receives (including the numbers
2 of valid and deficient), and number of objections received. The Settlement Administrator will have
3 the authority to resolve all disputes concerning the calculation of Individual Settlement Payments
4 and Aggrieved Employee Payments, subject to the dollar limitations and calculations set forth in this
5 Agreement. The Settlement Administration Expenses, including without limitation the cost of
6 printing and mailing the Notice Packet, will be paid out of the Gross Settlement Amount.

7 K. Notice Procedure.

8 1. Class Data. No later than ten (10) business days after notice of entry of the
9 Court's order granting preliminary approval of this Settlement, Defendants shall provide the
10 Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets
11 to the Class Members.

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

the Aggrieved Employees that they will release the Released PAGA Claims and will receive their Aggrieved Employee Payment regardless of whether they request to be excluded from the Class.

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

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if the Notice Packet sent to any Class Member who is currently employed by Defendants is returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended ten (10) days from the original Response Deadline. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and Aggrieved Employee (if applicable) and shall be bound by all terms of the Settlement and the final order and Judgment.

1 L. Disputes Regarding Individual Settlement Payments. Class Members will have the
2 opportunity to dispute the number of Workweeks listed on his/her Notice Packet (“Workweek
3 Dispute”). Any such dispute must be mailed to the Settlement Administrator by the Response
4 Deadline. The date of the postmark on the mailing envelope will be the exclusive means to determine
5 whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in
6 writing and should contain: (i) the Class Member’s full name, signature, address, telephone number,
7 and the last four digits of his or her Social Security number; (ii) the number of Workweeks the Class
8 Member contends is correct; and (iii) any evidence supporting his or her contention. The information
9 identified by Defendants in the Class Data will be presumed to be correct, unless a particular Class
10 Member proves otherwise to the Settlement Administrator by credible evidence. All Workweek
11 Disputes will be resolved and decided by the Settlement Administrator and the Settlement
12 Administrator’s decision on all Workweek Disputes will be final and non-appealable.

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

18 N. Exclusions. The Notice Packet shall state that Class Members who wish to exclude
19 themselves from the Settlement must submit a written request (“Request for Exclusion”) to the
20 Settlement Administrator by the Response Deadline. To be valid, the Request for Exclusion must be
21 in writing and must: (i) be signed by the Class Member; (ii) contain the name, address, telephone
22 number, and the last four digits of the Social Security number of the Class Member requesting
23 exclusion; (iii) clearly state the Class Member does not wish to be included in the Settlement; (iv) be
24 returned via mail to the Settlement Administrator as specified in the Notice Packet; and (v) be
25 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
26 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
27 submitted. Any Class Member who submits a valid Request for Exclusion shall be excluded from
28 the Settlement Class and will not be entitled to an Individual Settlement Payment and will not be

otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a valid Request for Exclusion that is also an Aggrieved Employee will still receive his/her Aggrieved Employee Payment, and in consideration, will be bound by the Release by the PAGA Class as set forth herein. Class Members who fail to submit a valid Request for Exclusion shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have submitted valid Requests for Exclusion. Defendants retain the right, in the exercise of its sole discretion, to nullify the settlement within twenty-one (21) days after expiration of the exclusion period, if ten percent (10%) or more of Class Members exclude themselves from the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

O. Objections.

1. The Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court’s permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written

Request for Exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

2. A Class Member who does not submit a valid Request for Exclusion and who objects to the Settlement will still be considered a Settlement Class Member. If any Class Member submits a valid Request for Exclusion and also submits an objection to the Settlement or otherwise objects at the Final Approval/Settlement Fairness Hearing, the objection shall nullify the Request for Exclusion and the Class Member will be deemed a Settlement Class Member. In the event of a dispute regarding the validity of any objection to the Settlement, Class Counsel and Defendants' Counsel shall meet and confer in an attempt to reach agreement and, if they are unable to do so, the issue shall be submitted to the Court for determination on an expedited basis, through the submission of letter briefs of no more than five pages.

P. Allocation of the Gross Settlement Amount.

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

2. Calculation of Aggrieved Employee Payments. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employees will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting

1 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA
2 Payment Ratio will then be multiplied by \$21,250 (i.e., 25% of the PAGA Payment that is to be
3 allocated to Aggrieved Employees pursuant to PAGA), to calculate the individual’s Aggrieved
4 Employee Payment.

5 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
6 Settlement Payments shall be allocated and treated as 10% wages (“Wage Portion”), 45% penalties
7 (“Penalties Portion”), and 45% pre-judgment interest (“Interest Portion”). The Wage Portion of the
8 Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and
9 Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued
10 by the Settlement Agreement.

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

14 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
15 Aggrieved Employee Payments, as well as any other payments made pursuant to this Settlement
16 Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which
17 any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans,
18 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
19 plan. Rather, it is the Parties’ intention that this Settlement Agreement will neither confer any rights,
20 contributions, or amounts under any benefit plans nor affect any such rights, contributions, or
21 amounts to which any Class Members may be entitled under any benefit plans.

22 6. No Additional Compensation or Benefits. All monies received by Settlement
23 Class Members under the Settlement which are attributable to wages shall constitute income to such
24 Settlement Class Members solely in the year in which such monies are received by the Settlement Class
25 Members. It is the intent of the Parties that Individual Settlement Payments and Aggrieved Employee
26 Payments are the sole payments to be made by Defendants to Settlement Class Members and/or
27 Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiff’s
28 Service Award, and that the Settlement Class Members and/or Aggrieved Employees are not entitled

to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) business days after the Funding Date. The Settlement Administrator may, in its discretion, distribute Individual Settlement Payments and Aggrieved Employee Payments by way of a single check that combines both payments.

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

9. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and his Aggrieved Employee Payment, Plaintiff will apply to the Court for an award of not more than \$7,500.00, as the Service Award. Defendants will not oppose a Service Award of not more than \$7,500.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Service Award. Plaintiff shall be solely and legally

1 responsible to pay any and all applicable taxes on his Service Award and shall hold harmless the
2 Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the
3 Service Award. Approval of this Settlement shall not be conditioned on Court approval of the
4 requested amount of the Service Award. If the Court reduces or does not approve the requested
5 Service Award, Plaintiff shall not have the right to object to or revoke the Settlement, and it will
6 remain binding. To receive the Service Award, Plaintiff agrees to a California Civil Code section
7 1542 waiver and general release of all claims as set forth below.

8 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
9 for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount, currently estimated to
10 be Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00), and Attorneys' Expenses
11 supported by declaration not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).
12 Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion
13 of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel
14 shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as
15 provided in this Agreement. The Settlement Administrator shall allocate and pay the Class Counsel
16 Award to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days
17 after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable
18 taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an
19 IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the
20 Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel
21 shall not have the right to object to or revoke the Settlement, or to appeal such order, and the
22 Settlement will remain binding.

23 11. PAGA Payment. Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00)
24 shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under
25 the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall
26 pay seventy-five percent (75%) of the PAGA Payment (\$63,750) to the California Labor and
27 Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date
28 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment (\$21,250) will

1 be distributed to the Aggrieved Employees as described in this Agreement. For purposes of
2 distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall
3 receive their pro-rata share using the PAGA Payment Ratio as defined above. If the Court approves
4 a PAGA Payment of less than \$85,000, the difference between \$85,000 and the amount approved
5 will be retained in the Net Settlement Amount for distribution to Settlement Class Members. If the
6 Court requires a larger PAGA Payment than \$85,000, then such additional sum will come out of the
7 Net Settlement Amount and will not be grounds to object to or revoke the Settlement, or to appeal
8 such order, and the Settlement will remain binding.

9 12. Settlement Administration Costs. The Settlement Administrator shall be paid
10 for the costs of administration of the Settlement from the Gross Settlement Amount, as documented
11 and approved by the Court. The estimate of the Settlement Administration Costs is \$17,000.00. The
12 Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15)
13 calendar days after the Effective Date. To the extent the Settlement Administration Costs that are
14 documented and approved by the Court are less than \$17,000, the remainder will be retained in the
15 Net Settlement Amount for distribution to Settlement Class Members. To the extent Settlement
16 Administration Costs documented and approved by the Court are more than \$17,000, the additional
17 sum will come out of the Net Settlement Amount and will not be grounds to object to or revoke the
18 Settlement, or to appeal such order, and the Settlement will remain binding.

19 Q. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to obtain a
20 hearing date for final approval when the Court grants preliminary approval of the Settlement, and
21 will comply with the Court's requirements on timely filing a motion for final approval ("Final
22 Approval Motion"). Unless otherwise ordered by the Court, the Final Approval Motion will seek
23 determination and approval of the amounts payable for the Service Award, the Class Counsel Award,
24 the PAGA Payment, and the Settlement Administration Costs, and provide supporting document and
25 declarations as necessary. Plaintiff will provide Defendants with a draft of the Final Approval Motion
26 at least three (3) business days prior to filing it to give Defendants an opportunity to propose changes
27 or additions to the Motion.
28

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

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

13 R. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
14 an opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval,
15 including the Order Granting Final Approval of Class Action Settlement, and Judgment at least three
16 (3) business days in advance of filing with the Court. The Parties and their counsel will cooperate
17 with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary
18 and Final Approval of the Settlement, and entry of Judgment.

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

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

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

26 V. Plaintiff's Individual Claims. In addition to this Agreement and the claims he is
27 releasing hereby, Plaintiff is entering into a separate Individual Settlement Agreement, which shall
28 provide for a separate individual payment, and which shall provide for an additional broad release,

1 including a waiver of Civil Code Section 1542. That release, waiver and discharge of all claims shall
2 include, but will not be limited to, any and all claims not covered by the releases herein, as well as
3 additional claims described in the individual settlement agreement, which are separate and different
4 from the claims alleged in the Action. The Parties acknowledge such approval of this Agreement
5 may require disclosure of the Individual Settlement, and consent to same for that limited purpose.

6 W. Entire Agreement. Except with respect to Plaintiff's Individual Settlement
7 Agreement, described in paragraph "V" immediately above, this Agreement and any attached Exhibit
8 constitute the entire Agreement among these Parties, and no oral or written representations,
9 warranties or inducements have been made to any Party concerning this Agreement or its Exhibit
10 other than the representations, warranties and covenants contained and memorialized in this
11 Agreement and its Exhibit.

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

20 Y. No Public Comment: The Parties and their counsel agree that they will not issue any
21 press releases, initiate any contact with the press, respond to any press inquiry, or have any
22 communication with the press about the fact, amount, or terms of the Settlement Agreement. Class
23 Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or
24 promotional purposes. Class Counsel will not use or reference the Settlement Agreement or any of
25 its terms on their website(s) or social media accounts. Nothing herein will restrict Class Counsel
26 from including publicly available information regarding this settlement in future judicial submissions
27 regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include,
28

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

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

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

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

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

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

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

FF. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff and settled separately by an individual settlement agreement between the Parties described in paragraph “V” above, Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with Defendants, regardless of whether Class

Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

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

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

AGREED AS TO FORM AND CONTENT, BY PLAINTIFF:

DATED: Sep 5, 2023


Kareem Coles (Sep 5, 2023 09:30 PDT)

KAREEM COLES

AGREED AS TO FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

CAREFUSION RESOURCES, LLC

Printed Name

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

6 GG. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
7 class certification for purposes of this Settlement only.

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

17 AGREED AS TO FORM AND CONTENT, BY PLAINTIFF:

18 DATED: _____
19 _____

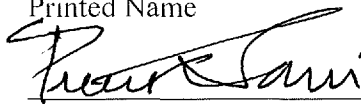
20 KAREEM COLES
21

22 AGREED AS TO FORM AND CONTENT, BY DEFENDANTS:

23
24 DATED: September 13, 2023
25 _____

CAREFUSION RESOURCES, LLC

Puneet Sarin
WW President, MMS

27 Printed Name
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Title

DATED: 9-11-23

BECTON DICKINSON AND COMPANY

MICHAEL GARRISON

Printed Name



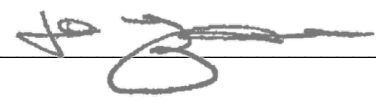
Title

Executive VP and President
medical Segment

1 AGREED AS TO FORM BY COUNSEL:

2
3 DATED: September 5, 2023

JCL LAW FIRM, A.P.C.

4 By: 

5 Attorneys for Plaintiff and the Settlement Class
6 Members

7
8
9 DATED: September 5, 2023

ZAKAY LAW GROUP, APLC

10 By: 

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13
14 DATED: _____

OGLETREE, DEAKINS, NASH, SMOAK &
15 STEWART, P.C.

16 By: _____

17 Spencer C. Skeen, Esq.
18 Marlene M. Moffitt, Esq.
19 Attorneys for Defendants
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1 AGREED AS TO FORM BY COUNSEL:

2
3 DATED: _____

JCL LAW FIRM, A.P.C.

4 By: _____

5 Attorneys for Plaintiff and the Settlement Class
6 Members

7
8
9 DATED: _____

ZAKAY LAW GROUP, APLC

10 By: _____

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13
14 DATED: September 14, 2023

OGLETREE, DEAKINS, NASH, SMOAK &
15 STEWART, P.C.

16 By:  _____

17 Spencer C. Skeen, Esq.

18 Marlene M. Moffitt, Esq.
19 Attorneys for Defendants

EXHIBIT A

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

(Kareem Coles v. CareFusion Resources, LLC, et al, San Diego County Superior Court Case No. 37-2022-00048696-CU-OE-CTL)

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

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

1. Why did I get this Notice?

A proposed class and PAGA representative action settlement (the “Settlement”) of the above-referenced lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Kareem Coles (“Plaintiff”) and Defendants CareFusion Resources, LLC and Becton Dickinson and Company (together, “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who worked for CareFusion Resources, LLC (“CareFusion”) in California and/or all non-exempt employees employed by Becton, Dickinson and Company who worked for CareFusion in California, at any time during the period beginning October 2, 2020 through <<[REDACTED]>> [November 15, 2023 or preliminary approval, whichever is earlier] (“Class Period”).

This Settlement 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 September 16, 2022, Plaintiff filed a class action lawsuit against Defendants, alleging various wage-and-hour violations under California law. Plaintiff also filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), and served the same on Defendants.

On December 2, 2022, Plaintiff initiated the present action (“Action”) against Defendants under PAGA, alleging similar underlying wage-and-hour violations as the class action. The class and PAGA actions were ultimately consolidated in the present action. The operative complaint is the First Amended Complaint that alleges claims for: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203; (8) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; and (9) Violations of the Private Attorneys General Act at Labor Code Sections 2698 Et Seq.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code, the Industrial Welfare Commission Wage Orders, and all applicable law.

On June 15, 2023, the Parties participated in an all-day mediation with Louis Marlin, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million, Nine Hundred Fifty Thousand Dollars and Zero Cents (\$1,950,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

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

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

- i. Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$17,000.00, for expenses incurred in administering the Settlement, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- ii. Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$650,000.00) and actually incurred litigation expenses of not more than \$25,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
 - iii. Service Award. A Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate his for services on behalf of the Class in initiating and prosecuting the Action.
 - iv. PAGA Payment. A payment of \$85,000.00 for PAGA penalties, \$63,750.00 of which will be paid to the LWDA and the remaining \$21,250.00 ("Individual PAGA Portion") will be distributed to Aggrieved Employees as described herein..
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the respective Workweeks for that Settlement Class Member by the total Workweeks for all Settlement Class Members, and multiplying that result by the Net Settlement Amount.
 - A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
 - Calculation of Aggrieved Employees Payments to Aggrieved Employees. The Individual PAGA Portion shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of this Settlement. An Aggrieved Employee's payment from the Individual PAGA Portion ("Aggrieved Employee Payment") will be calculated by dividing the individual's respective pay periods worked during the PAGA Period by the total pay periods for all Aggrieved Employees during the PAGA Period, and multiplying that result by the Individual PAGA Portion. "Aggrieved Employee" means all non-exempt employees who worked for CareFusion in California and/or all non-exempt employees employed by Becton, Dickinson and Company who worked for CareFusion in California, at any time during the period beginning September 16, 2021, through <<INSERT END DATE>> [November 15, 2023 or preliminary approval, whichever is earlier] ("PAGA Period").

If the Court grants final approval of the Settlement, you will automatically be mailed a check for your Individual Settlement Payment and Aggrieved Employee Payment (if applicable) to the same address as this Settlement 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.

Tax Matters. Ten percent (10%) 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. Forty-five percent (45%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty-five percent (45%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for their Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the Aggrieved Employee Payment, and each Aggrieved Employee will be issued an

Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement. The Settlement Administrator may distribute the Individual Settlement Payment and Aggrieved Employee Payment to you in a single check that combines both payments.

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

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

4. What Do I Release Under the Settlement?

Released Claims. Upon funding of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release the Released Parties from all Released Class Claims for the Class Period. Released Class Claims means all the claims asserted or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the operative complaints and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Upon funding of the Gross Settlement Amount by Defendants, Plaintiff, all Aggrieved Employees, the LWDA, and the State of California shall release the Released Parties from all Released PAGA Claims for the PAGA Period, 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 claims for PAGA penalties asserted or that could have been alleged arising out of the facts alleged in the operative complaints and any amendments thereto and Plaintiff's letter to the LWDA which occurred during the PAGA Period.

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

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period October 2, 2020 through <<INSERT END DATE>> [November 15, 2023 or preliminary approval, whichever is earlier]).

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

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (September 16, 2021 through <<INSERT END DATE>> [November 15, 2023 or preliminary approval, whichever is earlier]).

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 ten (10) days from the original response deadline for a 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 Settlement Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive your Aggrieved Employee Payment (if you qualify).

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Kareem Coles v. CareFusion Resources, LLC, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00048696-CU-OE-CTL. The request for exclusion must contain your name, current address, telephone number, 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?

If you have not opted out and believe the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections may be in writing and state the your name, current address, telephone number, signature, and last four digits of your Social Security Number for verification purposes, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Kareem Coles v. CareFusion Resources, LLC, et al., San Diego County Superior Court, Case No. 37-2022-00048696-CU-OE-CTL***. Regardless of whether you submit a written objection, you may also appear at the final approval hearing (described in Section 9 below) and object..

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound

by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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

Counsel for Defendants:

Marlene M. Moffitt, Esq.
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.
4660 La Jolla Village Drive, Suite
900
San Diego, CA 92122
T: 858-652-3110
F: 858-652-3101
marlene.moffitt@ogletreedeakins.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the San Diego County Superior Court, Department C-64, located at 330 West Broadway, San Diego, CA 92101 before Judge Loren Freestone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at _____ or write to ***Kareem Coles v. CareFusion Resources, LLC, et al., San Diego County Superior Court, Case No. 37-2022-00048696-CU-OE-CTL***, Settlement Administrator, 20371 Irvine Avenue, Newport Beach, CA 92660 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment, or other Settlement documents by visiting the Settlement Administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT 2

JCL LAW FIRM, APC

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

ZAKAY LAW GROUP, APLC

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

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAREEM COLES, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

CAREFUSION RESOURCES, LLC, a
Delaware Limited Liability Company;
BECTON DICKINSON AND COMPANY, a
New Jersey Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No: 37-2022-00048696-CU-OE-CTL

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

Date: October 20, 2023

Time: 10:30 a.m.

Judge: Hon. Loren Freestone

Dept.: C-64

FILED
Clerk of the Superior Court

OCT 20 2023

By: J. Virissimo, Deputy

1 This matter having come before the Honorable Judge Loren Freestone of the Superior Court of
2 the State of California, in and for the County of San Diego, at 10:30 a.m. on October 20, 2023, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC, as counsel for Plaintiff Kareem Coles ("Plaintiff"), and Marlene M. Moffitt, Esq. of
5 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., appearing for Defendants CareFusion Resources,
6 LLC and Becton, Dickinson and Company (hereinafter "Defendants"). The Court, having carefully
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

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

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

17 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
18 Defendants shall pay is One Million, Nine Hundred Fifty Thousand Dollars and Zero Cents
19 (\$1,950,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms
20 are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome
21 of further litigation relating to certification, liability, and damages issues. It further appears that
22 investigation and research have been conducted such that counsel for the Parties are able to reasonably
23 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
24 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
25 by the further prosecution of the litigation. It further appears that the Settlement has been reached as
26 the result of intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks a Class Counsel Award in the amount of up to Six Hundred Seventy-Five
6 Thousand Dollars and Zero Cents (\$675,000.00), comprised of up to one-third of the Gross Settlement
7 Amount for attorney's fees, or \$650,000.00, *and* litigation expenses of up to \$25,000.00, to be paid to
8 Class Counsel, as well as a proposed Service Award to the Class Representative, Kareem Coles, in an
9 amount of not more than Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00). While
10 these awards appear to be within the range of reasonableness, the Court will not approve the Class
11 Counsel Award or Service Award until the Final Approval Hearing.

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

16 "All non-exempt employees who worked for CareFusion in California
17 and/or all non-exempt employees employed by BD who worked for
18 CareFusion in California ("Class") during the period beginning October 2,
19 2020, through October 20, 2023 ("Class Period").

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

1 Class Members.

2 8. The Court provisionally appoints Plaintiff Kareem Coles as the representatives of the
3 Class.

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

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

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

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

1 received by the Response Deadline which is forty-five (45) calendar days after the Settlement
2 Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet,
3 not more than fourteen (14) days from the original Response Deadline. Any such person who chooses
4 to opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment
5 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
6 comment thereon. Class Members who have not requested exclusion shall be bound by all
7 determinations of the Court, the Agreement, and Judgment.

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

14 14. A final approval hearing shall be held before this Court on **March 22, 2024 at 10:30**
15 **a.m.** in Department C-64 of the San Diego County Superior Court to determine all necessary matters
16 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
17 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
18 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
19 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
20 to the Class; and to finally approve the Class Counsel Award, Service Award, and the Settlement
21 Administration Costs. All papers in support of the motion for final approval and the motion for Class
22 Counsel Award and Service Award shall be filed with the Court and served on all counsel within
23 twenty-eight (28) days following the expiration of the Response Deadline.

24 15. In the event the Settlement does not become effective in accordance with the terms of the
25 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
26 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
27 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
28 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,

1 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
2 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
3 is not approved.

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

7
8
9
10 Dated: 10/20/23



JUDGE OF THE SUPERIOR COURT
LOREN G. FREESTONE

EXHIBIT 3

Jennifer Heming

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 21, 2023 9:48 AM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

09/21/2023 09:46:46 AM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Coles v. CareFusion (002-326)						
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	0.60	0.60
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	2.80	3.40
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	21.99	25.39
09/20/2022	Expense		One Legal LLC	One Legal Order Number: 189409498 - Filing Fee Re: Complaint, Civil Case Cover Sheet, Original Summons	1,490.20	1,515.59
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	0.90	1,516.49
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	12.00	1,528.49
12/28/2022	Expense		One Legal LLC	One Legal Order Number: 19538239 - Filing Fee Re: Notice and Acknowledgment of Receipt	12.87	1,541.36
12/29/2022	Expense		One Legal LLC	One Legal Order Number: 19545382 - Filing Fee Re: Case Management Statement, Proof of Service	12.87	1,554.23
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	3.10	1,557.33
12/31/2022	Journal Entry	Dec 2022 Postage		Postage for December 2022	1.38	1,558.71
01/17/2023	Expense		One Legal LLC	One Legal Order no. 19449943 - Filing Fee Re: Peremptory Challenge, Proof of Service by Mail	12.87	1,571.58
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	17.90	1,589.48
01/31/2023	Journal Entry	Jan 2023 Postage		Postage for January 2023	5.37	1,594.85
03/06/2023	Expense		SD Superior Court		1.00	1,595.85
03/06/2023	Check	3168	Knox Attorney Services, Inc.	Inv 4392854 - Delivery at 221 West Broadway, San Diego CA	65.25	1,661.10
03/15/2023	Check	3187	Louis Marlin Mediation	Inv. 1749	4,500.00	6,161.10
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	2.60	6,163.70
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	1.80	6,165.50
06/27/2023	Check	3314	Berger Consulting Group	Inv. 8622	2,112.50	8,278.00
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.50	8,278.50
06/30/2023	Journal Entry	June 2023 Postage		Postage for June 2023	1.20	8,279.70
07/06/2023	Expense		One Legal LLC	One Legal Order Number: 20739425 - Filing Fee Re: Case Management Statement, Proof of Service	13.33	8,293.03
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.90	8,293.93
07/31/2023	Journal Entry	July 2023 Postage		Postage for July 2023	3.63	8,297.56
08/01/2023	Expense		One Legal LLC	One Legal Order Number: 20784033 - Filing Fee Re: Stipulation - Other - Fee Due, Proof of Service	33.92	8,331.48
08/14/2023	Expense		One Legal LLC	One Legal Order Number: 20909361 - Filing Fee Re: Amended Complaint, Proof of Service	13.33	8,344.81
08/31/2023	Journal Entry	August 2023 Postage		Postage for August 2023	7.02	8,351.83
08/31/2023	Journal Entry	August 2023 Postage		Copies for August 2023	8.30	8,360.13
09/26/2023	Expense		One Legal LLC	One Legal Order Number: 21260849 - Filing Fee Re: Motion - Other, Memorandum of Points & Authorities	75.10	8,435.23
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	35.55	8,470.78
09/30/2023	Journal Entry	Sept. 2023 Postage		Postage for September 2023	9.65	8,480.43
10/04/2023	Expense		One Legal LLC	One Legal Order Number: 21260850 - Filing Fee Re: Motion - Other, Memorandum of Points & Authorities, Declaration	77.21	8,557.64
10/23/2023	Expense		San Diego Superior Court		2.00	8,559.64
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	2.10	8,561.74
11/09/2023	Expense		San Diego Superior Court		5.40	8,567.14
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.10	8,567.24

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Total for Coles v. CareFusion (002-326)					\$8,567.24	
TOTAL					\$8,567.24	

EXHIBIT 6

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Coles v. CareFusion (002-326)							
05/23/2022	No	Jean Claude Lapuyade	Fact Investigation - Research into defendant entities and prior cases v. Carefusion	550.00	2:54	1,595.00	1,595.00
05/23/2022	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	0:54	495.00	2,090.00
05/27/2022	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents	550.00	3:18	1,815.00	3,905.00
05/30/2022	No	Jennifer Heming	Review and organize client documents	150.00	0:42	105.00	4,010.00
06/01/2022	No	Jean Claude Lapuyade	Legal Research - Employee File Demand Statutes	550.00	1:06	605.00	4,615.00
06/02/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Employee File Demand	550.00	1:54	1,045.00	5,660.00
06/03/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Employee File Demand Letter and Timeline	550.00	0:24	220.00	5,880.00
06/09/2022	No	Jean Claude Lapuyade	Legal Research - Rounding Claims, RROP Issues	550.00	4:24	2,420.00	8,300.00
06/10/2022	No	Sydney Castillo-Johnson	Legal research re claims	400.00	2:30	1,000.00	9,300.00
06/10/2022	No	Sydney Castillo-Johnson	Intake and fact investigation	400.00	1:00	400.00	9,700.00
06/28/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Status of File Demand and Claims	550.00	0:42	385.00	10,085.00
07/08/2022	No	Jennifer Heming	Review and organize employee file	150.00	0:48	120.00	10,205.00
07/11/2022	No	Jean Claude Lapuyade	Discovery - R&R Employee File Production	550.00	4:24	2,420.00	12,625.00
07/11/2022	No	Jennifer Heming	Review and organize employee file	150.00	0:24	60.00	12,685.00
07/14/2022	No	Jean Claude Lapuyade	Case management - Drafted, Revised and Edited Claims letter to client	550.00	1:36	880.00	13,565.00
08/15/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Case Timeline and Status	550.00	0:24	220.00	13,785.00
08/18/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Analyzed Motion for Removal	550.00	4:06	2,255.00	16,040.00
08/25/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	550.00	2:06	1,155.00	17,195.00
08/25/2022	No	Jean Claude Lapuyade	Legal Research - PAGA Notice Requirements (Statutes and Cases)	550.00	3:06	1,705.00	18,900.00
09/07/2022	No	Jean Claude Lapuyade	Case Management - Drafted Letter to Client re LWDA Notice and Timeline	550.00	1:00	550.00	19,450.00
09/09/2022	No	Jean Claude Lapuyade	Case Management - TCW Client RE LWDA Notice	550.00	0:18	165.00	19,615.00
09/12/2022	No	Jean Claude Lapuyade	Pleadings - Revised LWDA Notice	550.00	0:54	495.00	20,110.00
09/16/2022	No	Jennifer Heming	Review, finalize, and submit PAGA Letter to LWDA	150.00	0:48	120.00	20,230.00
09/16/2022	No	Jennifer Heming	Review, finalize, and file complaint and initiating docs	150.00	2:00	300.00	20,530.00
09/20/2022	No	Jennifer	Review and save Court's notice of assignment and CMC, calendar deadlines	150.00	0:24	60.00	20,590.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
10/11/2022	No	Heming Jennifer Heming	Review and save Defendant's peremptory challenge	150.00	0:12	30.00	20,620.00
10/17/2022	No	Heming Jennifer Heming	Review Court's notice of hearing, calendar hearing and deadlines	150.00	0:24	60.00	20,680.00
10/17/2022	No	Heming Jennifer Heming	Review and save Court's notice of reassignment	150.00	0:12	30.00	20,710.00
11/09/2022	No	Monnett DeLaTorre	Strategy meeting with litigation team regarding Notice of Removal and analysis found within removal papers.	500.00	1:30	750.00	21,460.00
11/09/2022	No	Heming Jennifer Heming	Review and save Defendant's answer	150.00	0:12	30.00	21,490.00
11/09/2022	No	Monnett DeLaTorre	Review and revise Special Interrogatories to be served on Both Defendants.	500.00	0:24	200.00	21,690.00
11/09/2022	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Meeting with Associates and Law Clerk Re Removal/Remand and Legal Research Re the Same	550.00	1:30	825.00	22,515.00
11/09/2022	No	Monnett DeLaTorre	Review Answer filed by Defendant in order to identify scope of potential defenses to be asserted that will impact litigation.	500.00	1:54	950.00	23,465.00
11/11/2022	No	Castillo-Johnson Sydney Castillo-Johnson	Case management	400.00	0:24	160.00	23,625.00
11/11/2022	No	Heming Jennifer Heming	Review Defendant's removal documents	150.00	0:48	120.00	23,745.00
11/15/2022	No	Heming Jennifer Heming	Review and save Defendant's notice of removal	150.00	0:12	30.00	23,775.00
11/15/2022	No	Monnett DeLaTorre	Review Notice of Removal of civil action to District Court.	500.00	0:06	50.00	23,825.00
11/17/2022	No	Monnett DeLaTorre	Strategy meeting with litigation team regarding required PAGA only complaint to be filed.	500.00	0:12	100.00	23,925.00
11/17/2022	No	Monnett DeLaTorre	Strategy meeting with litigation team regarding need to file PAGA only complaint as LWDA deadline has passed.	500.00	0:12	100.00	24,025.00
11/18/2022	No	Lapuyade Jean Claude Lapuyade	Legal Research - Motion to Remand (Cases Research)	550.00	3:54	2,145.00	26,170.00
11/21/2022	No	Monnett DeLaTorre	Prepare PAGA only Complaint	500.00	6:00	3,000.00	29,170.00
11/22/2022	No	Castillo-Johnson Sydney Castillo-Johnson	Review defendant's notice of removal	400.00	1:00	400.00	29,570.00
11/23/2022	No	Castillo-Johnson Sydney Castillo-Johnson	Legal research - standards for motion to remand	400.00	1:30	600.00	30,170.00
11/24/2022	No	Castillo-Johnson Sydney Castillo-Johnson	Legal Research - orders granting motion to remand	400.00	2:42	1,080.00	31,250.00
11/29/2022	No	Castillo-Johnson Sydney Castillo-Johnson	Legal research - amount in controversy for CAFA, orders granting remand	400.00	2:30	1,000.00	32,250.00
11/29/2022	No	Castillo-Johnson Sydney Castillo-Johnson	Law and Motion - draft motion to remand	400.00	6:54	2,760.00	35,010.00
12/01/2022	No	Castillo-Johnson Sydney Castillo-Johnson	Law and Motion - draft remand cont.	400.00	2:30	1,000.00	36,010.00
12/02/2022	No	Castillo-Johnson Sydney Castillo-Johnson	Draft joint discovery plan	400.00	2:24	960.00	36,970.00
12/02/2022	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited ENE	550.00	2:42	1,485.00	38,455.00
12/02/2022	No	Heming Jennifer Heming	Review, finalize, and file complaint and initiating documents	150.00	2:00	300.00	38,755.00
12/05/2022	No	Lapuyade Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Discovery Plan	550.00	2:36	1,430.00	40,185.00
12/05/2022	No	Monnett DeLaTorre	Review and revise ENE and joint discovery plan document to be filed with the court and discussed with opposing counsel.	500.00	2:00	1,000.00	41,185.00
12/05/2022	No	Sydney	Draft early neutral evaluation statement	400.00	3:00	1,200.00	42,385.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/06/2022	No	Castillo-Johnson Sydney	Case management - emails re: joint discovery plan	400.00	0:24	160.00	42,545.00
12/06/2022	No	Castillo-Johnson Jennifer Heming	Review, finalize, and file joint discovery plan	150.00	0:54	135.00	42,680.00
12/06/2022	No	Jennifer Heming	Review Court's minute order, calendar deadlines	150.00	0:24	60.00	42,740.00
12/06/2022	No	Jean Claude Lapuyade	Discovery - Revised Discovery Plan	550.00	0:24	220.00	42,960.00
12/06/2022	No	Monnett DeLaTorre	Review court's minute order and prepare draft explanation for inadvertent mistake that occurred during filing.	500.00	0:12	100.00	43,060.00
12/07/2022	No	Jennifer Heming	Upload complaint to LWDA	150.00	0:12	30.00	43,090.00
12/07/2022	No	Monnett DeLaTorre	Review and revise Notice of Motion to Remand and points and authorities in support of Motion to Remand.	500.00	3:00	1,500.00	44,590.00
12/07/2022	No	Jennifer Heming	Review, finalize, and file joint motion to continue ENE	150.00	0:48	120.00	44,710.00
12/07/2022	No	Sydney Castillo-Johnson	Follow up on ENE	400.00	0:06	40.00	44,750.00
12/07/2022	No	Jennifer Heming	Review and save Court's notice of assignment and CMC	150.00	0:12	30.00	44,780.00
12/12/2022	No	Monnett DeLaTorre	Review court's recent orders, review ENE, review discovery plan, review status of filings and timing of remand hearing and conduct discussion with litigation team in preparation for CMC.	500.00	0:36	300.00	45,080.00
12/12/2022	No	Jennifer Heming	Review, finalize, and file motion to remand	150.00	0:54	135.00	45,215.00
12/12/2022	No	Jennifer Heming	Finalize and serve NAR on OC	150.00	0:18	45.00	45,260.00
12/13/2022	No	Jennifer Heming	Review Court's minute order, calendar deadlines	150.00	0:18	45.00	45,305.00
12/14/2022	No	Jennifer Heming	Review Court's minute entry	150.00	0:12	30.00	45,335.00
12/14/2022	No	Jennifer Heming	Review Defendant's notice of related case	150.00	0:12	30.00	45,365.00
12/14/2022	No	Monnett DeLaTorre	Review notice from the court of filing of Notice of Related Cases and conduct strategy discussion with litigation team regarding objection to Notice and request for re-assignment in preparation for CMC.	500.00	0:24	200.00	45,565.00
12/14/2022	No	Monnett DeLaTorre	Appear for CMC with the court and prepare summary of court's feedback and expected ruling.	500.00	1:24	700.00	46,265.00
12/14/2022	No	Jennifer Heming	Review, finalize, and file notice of appearance	150.00	0:24	60.00	46,325.00
12/15/2022	No	Jennifer Heming	Review, finalize, and file peremptory challenge	150.00	0:24	60.00	46,385.00
12/15/2022	No	Jennifer Heming	Review Court's scheduling order, calendar deadlines	150.00	0:42	105.00	46,490.00
12/15/2022	No	Jennifer Heming	Review and save Defendant's RJN	150.00	0:12	30.00	46,520.00
12/15/2022	No	Jennifer Heming	Review Defendant's notice of related case	150.00	0:12	30.00	46,550.00
12/15/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Objection to Notice of Related Case	550.00	0:24	220.00	46,770.00
12/15/2022	No	Sydney Castillo-Johnson	Review court's local rules and chamber rules for objections to RJN	400.00	1:00	400.00	47,170.00
12/15/2022	No	Monnett DeLaTorre	Review additional notice of related action, perform initial research as to district court's basis for relating actions, review relevant facts involving Aguila case and present case and prepare Objection and Response to request to relate actions filed by defendant.	500.00	2:36	1,300.00	48,470.00
12/16/2022	No	Jennifer Heming	Review, finalize, and file resp. and obj to notice of related case	150.00	0:48	120.00	48,590.00
12/16/2022	No	Sydney Castillo-Johnson	Legal Research - objections to RJN	400.00	2:00	800.00	49,390.00
12/16/2022	No	Monnett DeLaTorre	Prepare Draft Objection and Response to Defendant's second Notice of Related Action tied to the Ramirez matter.	500.00	1:30	750.00	50,140.00
12/16/2022	No	Monnett	Review FRCP and local rules as to specific requirements for Objection to Notice of Related Action.	500.00	1:00	500.00	50,640.00

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		DeLaTorre					
12/16/2022	No	Monnett	Review court's scheduling order and prepare key points for litigation team to be completed as directed	500.00	0:30	250.00	50,890.00
		DeLaTorre	by the court's timeline.				
12/18/2022	No	Jean	Case Management - R&R Defendants' Notice of Related Cases	550.00	1:00	550.00	51,440.00
		Claude					
		Lapuyade					
12/20/2022	No	Jennifer	Review and save court's notice of reassignment	150.00	0:12	30.00	51,470.00
		Heming					
12/20/2022	No	Monnett	Review additional notice of related action, prepare analysis breakdown of request made and under	500.00	1:00	500.00	51,970.00
		DeLaTorre	which code sections and conduct strategy meeting with litigation team.				
12/20/2022	No	Jennifer	Review and save defendant's notice of related case	150.00	0:12	30.00	52,000.00
		Heming					
12/20/2022	No	Monnett	Review Notice of Case Reassignment.	500.00	0:06	50.00	52,050.00
		DeLaTorre					
12/21/2022	No	Jennifer	Review and save Defendant's notice of related case	150.00	0:12	30.00	52,080.00
		Heming					
12/22/2022	No	Jean	Case Management - R&R Defendant's CMS (PAGA)	550.00	1:00	550.00	52,630.00
		Claude					
		Lapuyade					
12/22/2022	No	Jennifer	Review Clerk's order of Transfer	150.00	0:12	30.00	52,660.00
		Heming					
12/22/2022	No	Jean	Case Management - R&R COurt's Order Re Transfer	550.00	0:18	165.00	52,825.00
		Claude					
		Lapuyade					
12/22/2022	No	Jennifer	Review and save Court's notice of CMC, calendar hearing and deadlines	150.00	0:18	45.00	52,870.00
		Heming					
12/22/2022	No	Monnett	Review Notice of Hearing set by the court in state court action.	500.00	0:06	50.00	52,920.00
		DeLaTorre					
12/27/2022	No	Jean	Case Management - Drafted, Revised and Edited CMS	550.00	0:48	440.00	53,360.00
		Claude					
		Lapuyade					
12/27/2022	No	Jean	Law and Motion - Drafted, Revise and Edited Objection to Notice of Related Case (Class Case)	550.00	2:00	1,100.00	54,460.00
		Claude					
		Lapuyade					
12/27/2022	No	Sydney	Review and revise CMS statement (PAGA)	400.00	1:00	400.00	54,860.00
		Castillo-					
		Johnson					
12/27/2022	No	Sydney	Draft, review and review objection to Aguila II and Coles II notice of related cases	400.00	2:30	1,000.00	55,860.00
		Castillo-					
		Johnson					
12/27/2022	No	Monnett	Review Notice of Related Case filed in state court matter.	500.00	0:06	50.00	55,910.00
		DeLaTorre					
12/27/2022	No	Jennifer	Receive executed NARs	150.00	0:06	15.00	55,925.00
		Heming					
12/28/2022	No	Jennifer	File NARs	150.00	0:06	15.00	55,940.00
		Heming					
12/28/2022	No	Jennifer	Review, finalize, and file resp. and obj. to notice of related case	150.00	0:30	75.00	56,015.00
		Heming					
12/29/2022	No	Jennifer	Review, finalize, file, and serve CMS	150.00	0:24	60.00	56,075.00
		Heming					
12/29/2022	No	Jennifer	Review and save Defendant's CMS	150.00	0:12	30.00	56,105.00
		Heming					
12/29/2022	No	Jean	Case Management - R&R Defendant's CMS (PAGA)	550.00	0:12	110.00	56,215.00
		Claude					
		Lapuyade					
12/29/2022	No	Monnett	Review email from opposing counsel regarding initial disclosures, review discovery plan and deadlines,	500.00	1:00	500.00	56,715.00
		DeLaTorre	prepare Plaintiff's initial disclosures and email opposing counsel with the same.				
12/29/2022	No	Jean	Discovery - Drafted, Revised and Edited Rule 26 Initial Disclosures	550.00	2:06	1,155.00	57,870.00
		Claude					
		Lapuyade					
01/03/2023	No	Jennifer	Review, finalize, and file joint SC statement	150.00	0:42	105.00	57,975.00
		Heming					
01/05/2023	No	Jean	Discovery - Emails to/from Co Counsel Re Discovery Plan	550.00	0:48	440.00	58,415.00
		Claude					
		Lapuyade					
01/08/2023	No	Jean	Discovery - Drafted, Revised and Edited (SI Set 1)	550.00	1:42	935.00	59,350.00
		Claude					
		Lapuyade					

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
01/08/2023	No	Sydney Castillo-Johnson	Case management	400.00	0:18	120.00	59,470.00
01/09/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Service List	550.00	0:12	110.00	59,580.00
01/09/2023	No	Jennifer Heming	File management	150.00	0:30	75.00	59,655.00
01/09/2023	No	Jennifer Heming	Review, finalize, and serve SI set 1, calendar deadlines	150.00	0:54	135.00	59,790.00
01/10/2023	No	Sydney Castillo-Johnson	Draft Protective Order	400.00	2:12	880.00	60,670.00
01/10/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Joint Motion for PO	550.00	1:00	550.00	61,220.00
01/11/2023	No	Monnett DeLaTorre	Prepare special interrogatories to Defendant CareFusion	500.00	2:48	1,400.00	62,620.00
01/11/2023	No	Monnett DeLaTorre	Prepare RPD to Defendant BECTON DICKINSON.	500.00	0:48	400.00	63,020.00
01/11/2023	No	Monnett DeLaTorre	Prepare special interrogatories to Defendant BECTON DICKINSON	500.00	1:00	500.00	63,520.00
01/11/2023	No	Monnett DeLaTorre	Strategy discussion with litigation team regarding viable claims, areas were Defendants modified and corrected practices after prior lawsuit, and expected Motion to dismiss and strategy for defeating.	500.00	0:30	250.00	63,770.00
01/11/2023	No	Monnett DeLaTorre	Review of Plaintiff's intake notes, paystubs, prior case mediation brief and scope of claims, complaint and prepare analysis of relevant points to assist in developing litigation strategy for case.	500.00	2:24	1,200.00	64,970.00
01/11/2023	No	Monnett DeLaTorre	Initial review of Defendant's initial disclosures for purposes of determiningg areas of liability.	500.00	3:12	1,600.00	66,570.00
01/11/2023	No	Monnett DeLaTorre	Prepare RPD to Defendant CareFusion.	500.00	2:00	1,000.00	67,570.00
01/11/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised PO	550.00	1:06	605.00	68,175.00
01/11/2023	No	Monnett DeLaTorre	Prepare liability assessment memo for litigation team in order to help assist in propounding discovery	500.00	1:30	750.00	68,925.00
01/13/2023	No	Jennifer Heming	Review and save Court's minute order re CMC, calendar hearing and deadlines	150.00	0:18	45.00	68,970.00
01/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re PO	550.00	0:18	165.00	69,135.00
01/13/2023	No	Sydney Castillo-Johnson	Attend CMC	400.00	0:48	320.00	69,455.00
01/16/2023	No	Jean Claude Lapuyade	Legal Research - Defective Removal Assumptions (Case Law)	550.00	3:24	1,870.00	71,325.00
01/17/2023	No	Sydney Castillo-Johnson	Intraoffice emails re: removal/remand	400.00	0:30	200.00	71,525.00
01/17/2023	No	Jennifer Heming	Review, finalize, and file joint motion for PO	150.00	0:48	120.00	71,645.00
01/18/2023	No	Jennifer Heming	Review Court's order denying motion for PO	150.00	0:06	15.00	71,660.00
01/18/2023	No	Monnett DeLaTorre	Review and prepare proposed language to OC in response to meet and confer regarding notice of errata.	500.00	0:12	100.00	71,760.00
01/18/2023	No	Sydney Castillo-Johnson	Draft objection to notice of errata	400.00	1:30	600.00	72,360.00
01/18/2023	No	Sydney Castillo-Johnson	Legal research - objections, errata	400.00	1:00	400.00	72,760.00
01/19/2023	No	Jennifer Heming	Review Defendant's notice of errata	150.00	0:12	30.00	72,790.00
01/19/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Errata to Removal	550.00	0:30	275.00	73,065.00
01/20/2023	No	Jennifer Heming	Review, finalize, and file obj to notice of errata	150.00	0:42	105.00	73,170.00

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
01/20/2023	No	Jennifer Heming	Review and save conformed PO	150.00	0:12	30.00	73,200.00
01/20/2023	No	Sydney Castillo-Johnson	Revise objection to errata	400.00	0:24	160.00	73,360.00
01/20/2023	No	Jennifer Heming	Review, finalize, and file joint motion for PO	150.00	0:42	105.00	73,465.00
01/26/2023	No	Jennifer Heming	Review and save Defendant's demurrer papers	150.00	0:18	45.00	73,510.00
01/26/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Demurrer	550.00	2:30	1,375.00	74,885.00
01/26/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Edited and Reviewed SI (Set1)	550.00	1:30	825.00	75,710.00
01/26/2023	No	Jennifer Heming	Review, finalize, and serve RFP	150.00	0:36	90.00	75,800.00
01/26/2023	No	Jennifer Heming	Review, finalize, and serve SI set 2, calendar deadlines	150.00	0:48	120.00	75,920.00
02/02/2023	No	Jennifer Heming	Review and save Defendant's opposition papers to motion to remand	150.00	0:36	90.00	76,010.00
02/03/2023	No	Sydney Castillo-Johnson	Meeting re: remand	400.00	0:48	320.00	76,330.00
02/03/2023	No	Sydney Castillo-Johnson	Review files and client docs	400.00	1:48	720.00	77,050.00
02/04/2023	No	Sydney Castillo-Johnson	Draft reply to DEF's oppo to remand	400.00	4:30	1,800.00	78,850.00
02/08/2023	No	Monnett DeLaTorre	Review and supplement Reply Brief, exhibits and Declaration to Motion to Remand.	500.00	1:30	750.00	79,600.00
02/08/2023	No	Jennifer Heming	Review, finalize, and file client's dec ISO remand	150.00	0:30	75.00	79,675.00
02/08/2023	No	Jennifer Heming	File management	150.00	0:30	75.00	79,750.00
02/08/2023	No	Sydney Castillo-Johnson	Revise reply	400.00	0:48	320.00	80,070.00
02/08/2023	No	Jennifer Heming	Review and save Defendant's responses to SI set 1	150.00	0:18	45.00	80,115.00
02/09/2023	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Reply to Remand	550.00	1:06	605.00	80,720.00
02/09/2023	No	Jennifer Heming	Review, finalize, and file reply papers for motion to remand	150.00	0:42	105.00	80,825.00
02/09/2023	No	Sydney Castillo-Johnson	Draft plaintiff dec	400.00	1:12	480.00	81,305.00
02/10/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Court's Minute Order Re Remand	550.00	0:18	165.00	81,470.00
02/10/2023	No	Jennifer Heming	Review Court's minute order	150.00	0:12	30.00	81,500.00
02/15/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Discovery Plan	550.00	0:24	220.00	81,720.00
02/15/2023	No	Monnett DeLaTorre	Review court's order, review chamber rules and update status report in preparation for hearing.	500.00	2:00	1,000.00	82,720.00
02/16/2023	No	Jennifer Heming	Review and save Defendant's responses to RFP	150.00	0:18	45.00	82,765.00
02/16/2023	No	Jennifer Heming	Review and save Defendant's responses to SI set 2	150.00	0:18	45.00	82,810.00
02/16/2023	No	Jean Claude Lapuyade	Discovery - R&R Defendant's SI (Set 2), RFP (Set 1) Responses	550.00	1:54	1,045.00	83,855.00
02/21/2023	No	Jennifer Heming	Review, finalize, and file joint SC statement	150.00	0:48	120.00	83,975.00

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/23/2023	No	Jean Claude Lapuyade	Case Management - R&R File to Prepare for Status Conference w/ Judge Crawford	550.00	2:06	1,155.00	85,130.00
02/24/2023	No	Jean Claude Lapuyade	Law and Motion - Attended Status Conference and Drafted Status Update Re Same	550.00	0:42	385.00	85,515.00
02/27/2023	No	Jean Claude Lapuyade	Discovery - M&C Zoom w/ OC and Follow up Correspondence	550.00	0:30	275.00	85,790.00
02/27/2023	No	Monnett DeLaTorre	Review pending complaints and prepare draft Belaire Notice to be issued to opposing counsel as part of meet and confer process.	500.00	1:00	500.00	86,290.00
02/27/2023	No	Monnett DeLaTorre	Review and modify Joint Motion and proposed order to continue date to have conference call with the court and review court's chamber rules.	500.00	0:30	250.00	86,540.00
03/01/2023	No	Jennifer Heming	Review, finalize, and file motion to extend deadline	150.00	0:42	105.00	86,645.00
03/02/2023	No	Jennifer Heming	Review and save Court's order granting motion to extend, calendar deadline	150.00	0:18	45.00	86,690.00
03/06/2023	No	Monnett DeLaTorre	Review joint motion draft prepared by opposing counsel, prepare edits, review stipulation to stay, revise and revise data demand to be provided to opposing counsel as part of agreement to go to mediation.	500.00	1:24	700.00	87,390.00
03/06/2023	No	Sydney Castillo-Johnson	Email to OC re: discovery responses	400.00	0:18	120.00	87,510.00
03/07/2023	No	Sydney Castillo-Johnson	emails to OC re: mediation	400.00	0:06	40.00	87,550.00
03/07/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:24	220.00	87,770.00
03/08/2023	No	Jennifer Heming	File management	150.00	0:30	75.00	87,845.00
03/08/2023	No	Jean Claude Lapuyade	Law and Motion - R&R and Emails Re Stip to Stay	550.00	1:36	880.00	88,725.00
03/09/2023	No	Jennifer Heming	Review, finalize, and file joint motion and stip to stay	150.00	0:42	105.00	88,830.00
03/09/2023	No	Sydney Castillo-Johnson	Intraoffice meeting re: data demand	400.00	0:24	160.00	88,990.00
03/09/2023	No	Jennifer Heming	Review, finalize, file, and serve stip to stay	150.00	0:36	90.00	89,080.00
03/09/2023	No	Jean Claude Lapuyade	Discovery - Emails to/fro OC Re Mediation Data Scope	550.00	0:18	165.00	89,245.00
03/10/2023	No	Jennifer Heming	Review and save Court's order granting motion to stay, calendar deadlines	150.00	0:18	45.00	89,290.00
03/14/2023	No	Jennifer Heming	Review and save conformed order to stay, calendar deadlines	150.00	0:12	30.00	89,320.00
03/14/2023	No	Jennifer Heming	Review and save Court's notice of SC, calendar hearing and deadlines	150.00	0:18	45.00	89,365.00
03/17/2023	No	Sydney Castillo-Johnson	Email to OC re: MTC extension	400.00	0:06	40.00	89,405.00
03/20/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay (PAGA)	550.00	0:24	220.00	89,625.00
03/23/2023	No	Jennifer Heming	Review and save Court's notice of reassignment	150.00	0:12	30.00	89,655.00
04/11/2023	No	Jennifer Heming	File management	150.00	0:30	75.00	89,730.00
04/18/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:30	275.00	90,005.00
04/28/2023	No	Jean Claude Lapuyade	Discovery - R&R ADP RROP Report	550.00	1:54	1,045.00	91,050.00
05/01/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	550.00	3:12	1,760.00	92,810.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/10/2023	No	Monnett DeLaTorre	Teleconference with client to obtain additional facts to incorporate into DFEH Complaint in order to get Right to Sue.	500.00	0:18	150.00	92,960.00
05/10/2023	No	Monnett DeLaTorre	Multiple teleconferences and text message communications with client to obtain additional facts to support individual claims; prepare summary of information and prepare and submit entry with DFEH in order to obtain Notice of right to sue.	500.00	3:00	1,500.00	94,460.00
05/11/2023	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Damage Analysis/Data Analysis	550.00	0:54	495.00	94,955.00
05/12/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Client Re Claims for Mediation Brief	550.00	1:12	660.00	95,615.00
05/16/2023	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Damage Analysis and Record Review	550.00	1:00	550.00	96,165.00
05/16/2023	No	Jennifer Heming	File management	150.00	0:30	75.00	96,240.00
05/16/2023	No	Sydney Castillo-Johnson	Mediation - review mediation data	400.00	5:30	2,200.00	98,440.00
05/17/2023	No	Sydney Castillo-Johnson	Mediation - review mediation data	400.00	4:30	1,800.00	100,240.00
05/18/2023	No	Sydney Castillo-Johnson	Mediation - review mediation data	400.00	4:18	1,720.00	101,960.00
05/19/2023	No	Jean Claude Lapuyade	Legal Research - Meal Periods an Donahue Analysis	550.00	6:54	3,795.00	105,755.00
05/22/2023	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Damage Analysis and Assumptions	550.00	1:30	825.00	106,580.00
05/23/2023	No	Jennifer Heming	Receive and save mediation analysis	150.00	0:12	30.00	106,610.00
05/23/2023	No	Sydney Castillo-Johnson	Fact investigation - review ee file and claims	400.00	4:24	1,760.00	108,370.00
06/05/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Stay	550.00	0:30	275.00	108,645.00
06/05/2023	No	Monnett DeLaTorre	Reviewed data and document production for mediation brief	500.00	5:06	2,550.00	111,195.00
06/07/2023	No	Monnett DeLaTorre	Reviewed mediation brief added comments and did follow up research on RROP issues for inclusion in mediation brief	500.00	4:12	2,100.00	113,295.00
06/14/2023	No	Jean Claude Lapuyade	Mediation - R&R Data, Briefs and Exhibits in Prep for Mediation	550.00	3:18	1,815.00	115,110.00
06/15/2023	No	Monnett DeLaTorre	Attended Mediation	500.00	8:00	4,000.00	119,110.00
06/15/2023	No	Sydney Castillo-Johnson	Attended Mediation	400.00	8:00	3,200.00	122,310.00
06/15/2023	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	8:00	4,400.00	126,710.00
06/15/2023	No	Jennifer Heming	Upload mediation brief	150.00	0:18	45.00	126,755.00
06/16/2023	No	Jean Claude Lapuyade	Settlement - R&R w/ Defense Edits	550.00	2:00	1,100.00	127,855.00
06/16/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited MOU	550.00	2:42	1,485.00	129,340.00
06/16/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited MOU	550.00	1:00	550.00	129,890.00
06/16/2023	No	Jean Claude Lapuyade	Settlement - TCW OC Re MOU	550.00	0:24	220.00	130,110.00
06/22/2023	No	Jean	Settlement - Revised MOU	550.00	1:12	660.00	130,770.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
06/22/2023	No	Claude Lapuyade	File maintenance	400.00	0:18	120.00	130,890.00
06/27/2023	No	Sydney Castillo-Johnson	Case Management - R&R M.O. Re Status Conference in Fed. Case	550.00	0:30	275.00	131,165.00
06/27/2023	No	Jean Claude Lapuyade	Review and save court's notice of SC, calendar hearing and deadlines	150.00	0:24	60.00	131,225.00
06/27/2023	No	Jennifer Heming	Drafted Joint Motion to Dismiss, Proposed Order, and Notice of Settlement and sent to TS for review	175.00	0:30	87.50	131,312.50
06/28/2023	No	Maria Watters	Settlement - Emails to/from OC RE MOU	550.00	0:18	165.00	131,477.50
06/28/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Stip to Amend and Stip to Lift Stay w/ Defense Edits	550.00	1:30	825.00	132,302.50
06/28/2023	No	Sydney Castillo-Johnson	Review stip, proposed order to dismiss, notice of settlement,	400.00	1:00	400.00	132,702.50
06/28/2023	No	Jean Claude Lapuyade	Pleadings - R&R FAC and Stip to Amend w/ Defense Edits	550.00	0:24	220.00	132,922.50
06/30/2023	No	Jennifer Heming	Review, finalize, and file joint stip to continue stay	150.00	0:42	105.00	133,027.50
06/30/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	133,302.50
07/06/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS	550.00	0:24	220.00	133,522.50
07/06/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC re MOU	550.00	0:48	440.00	133,962.50
07/06/2023	No	Jennifer Heming	Review, finalize, file, and serve CMS	150.00	0:36	90.00	134,052.50
07/06/2023	No	Jennifer Heming	Review Court's order granting stay, calendar deadlines	150.00	0:18	45.00	134,097.50
07/10/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:36	330.00	134,427.50
07/10/2023	No	Jennifer Heming	Client update	150.00	0:18	45.00	134,472.50
07/11/2023	No	Jennifer Heming	Review, finalize, and file joint status report	150.00	0:42	105.00	134,577.50
07/11/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Stip to Dismiss and Stip to File FAC	550.00	1:00	550.00	135,127.50
07/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:24	220.00	135,347.50
07/12/2023	No	Jennifer Heming	File management	150.00	0:30	75.00	135,422.50
07/12/2023	No	Jennifer Heming	Review, finalize, file, and serve stip to lift stay	150.00	0:42	105.00	135,527.50
07/12/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:12	110.00	135,637.50
07/13/2023	No	Jennifer Heming	Review and save Court's order vacating SC	150.00	0:18	45.00	135,682.50
07/13/2023	No	Jennifer Heming	Review, finalize, and file notice of settlement	150.00	0:30	75.00	135,757.50
07/13/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:18	165.00	135,922.50
07/14/2023	No	Monnett DeLaTorre	Review MOU, conduct discussions with litigation team and prepare individual settlement agreement for Plaintiff's separate settlement.	500.00	2:00	1,000.00	136,922.50

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
07/14/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Client Re MOU	550.00	0:24	220.00	137,142.50
07/14/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU and SAR	550.00	0:30	275.00	137,417.50
07/17/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:12	110.00	137,527.50
07/17/2023	No	Jennifer Heming	Send client MOU	150.00	0:12	30.00	137,557.50
07/18/2023	No	Jennifer Heming	Review conformed order to lift stay, calendar hearing and deadlines	150.00	0:24	60.00	137,617.50
07/18/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:18	165.00	137,782.50
07/19/2023	No	Jennifer Heming	Review, finalize, and file stip to dismiss	150.00	0:54	135.00	137,917.50
07/20/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	138,137.50
07/20/2023	No	Jean Claude Lapuyade	Settlement - DR&R Class SAR	550.00	1:54	1,045.00	139,182.50
07/20/2023	No	Monnett DeLaTorre	Review draft Class and PAGA SAR and provide comments and edits.	500.00	1:00	500.00	139,682.50
07/21/2023	No	Jennifer Heming	Review and save Court's order granting dismissal	150.00	0:18	45.00	139,727.50
07/21/2023	No	Sydney Castillo-Johnson	Attend status conference	400.00	0:30	200.00	139,927.50
07/21/2023	No	Jean Claude Lapuyade	Settlement - DR&R Class SAR	550.00	2:30	1,375.00	141,302.50
07/24/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR w/ Defense Edits	550.00	2:18	1,265.00	142,567.50
07/25/2023	No	Monnett DeLaTorre	Review and comment on OC's redline changes to Draft Class and PAGA SAR and conduct discussion with litigation team.	500.00	1:12	600.00	143,167.50
07/25/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited SAR with Defense Edits	550.00	1:12	660.00	143,827.50
07/25/2023	No	Sydney Castillo-Johnson	Settlement - review MOU	400.00	2:00	800.00	144,627.50
07/26/2023	No	Jean Claude Lapuyade	Settlement - R& Revised SAR	550.00	0:18	165.00	144,792.50
07/26/2023	No	Sydney Castillo-Johnson	Settlement - draft SAR	400.00	7:42	3,080.00	147,872.50
07/28/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR w/ Defense Edited and Revised	550.00	2:36	1,430.00	149,302.50
08/01/2023	No	Monnett DeLaTorre	Email to opposing counsel regarding redline changes to settlement agreement and request for clarification.	500.00	0:06	50.00	149,352.50
08/01/2023	No	Monnett DeLaTorre	Review and comment on edits provided by Defense to settlement agreement and conduct strategy discussion with litigation team.	500.00	0:42	350.00	149,702.50
08/01/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR with Additional Defense Edits	550.00	1:12	660.00	150,362.50
08/01/2023	No	Jennifer Heming	Review, finalize, file, and serve FAC	150.00	1:42	255.00	150,617.50
08/05/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	150,837.50
08/07/2023	No	Sydney Castillo-Johnson	Case management - FAC	400.00	0:18	120.00	150,957.50

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
08/08/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR and Notice with Additional Defense Edits	550.00	2:06	1,155.00	152,112.50
08/09/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	550.00	0:18	165.00	152,277.50
08/16/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	152,552.50
08/24/2023	No	Sydney Castillo-Johnson	Legal research - MPA standards	400.00	2:36	1,040.00	153,592.50
08/25/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:12	110.00	153,702.50
08/25/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:36	330.00	154,032.50
08/28/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR with additional Defense Edits	550.00	1:06	605.00	154,637.50
08/30/2023	No	Jean Claude Lapuyade	Settlement - TCW Client Re SAR	550.00	0:48	440.00	155,077.50
08/30/2023	No	Jennifer Heming	File management	150.00	0:30	75.00	155,152.50
08/30/2023	No	Sydney Castillo-Johnson	Emails re SAR	400.00	0:12	80.00	155,232.50
08/31/2023	No	Jennifer Heming	Send client indiv SAR	150.00	0:12	30.00	155,262.50
08/31/2023	No	Sydney Castillo-Johnson	Meeting re MPA	400.00	0:48	320.00	155,582.50
08/31/2023	No	Sydney Castillo-Johnson	Emails re SAR	400.00	0:30	200.00	155,782.50
09/05/2023	No	Sydney Castillo-Johnson	Revise SAR	400.00	0:30	200.00	155,982.50
09/05/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	156,202.50
09/05/2023	No	Jennifer Heming	Send client class and PAGA SAR	150.00	0:18	45.00	156,247.50
09/11/2023	No	Sydney Castillo-Johnson	Legal research - MPA standards	400.00	4:48	1,920.00	158,167.50
09/11/2023	No	Sydney Castillo-Johnson	Review expert report and brief	400.00	1:30	600.00	158,767.50
09/12/2023	No	Jean Claude Lapuyade	Legal Research - MPA (Range of Reasonableness Cases)	550.00	5:36	3,080.00	161,847.50
09/13/2023	No	Sydney Castillo-Johnson	Law and motion - draft MPA	400.00	5:00	2,000.00	163,847.50
09/14/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited MPA	550.00	4:12	2,310.00	166,157.50
09/14/2023	No	Monnett DeLaTorre	Review Motion for Preliminary approval-points and authorities, proposed order and supporting declarations and provide comments prior to being sent to defense counsel for comments.	500.00	2:06	1,050.00	167,207.50
09/14/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE SAR	550.00	0:18	165.00	167,372.50
09/14/2023	No	Sydney Castillo-Johnson	Law and Motion - revise MPA, meeting re MPA, review damages	400.00	3:42	1,480.00	168,852.50
09/15/2023	No	Jean	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	169,072.50

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/18/2023	No	Claude Lapuyade	Law and Motion - R&R MPA w/ Defense Edits	550.00	2:30	1,375.00	170,447.50
09/18/2023	No	Jean Claude Lapuyade	Law and Motion - review DEF revisions to MPA	400.00	0:24	160.00	170,607.50
09/18/2023	No	Sydney Castillo-Johnson	Review defense counsel's redline edits to points and authorities in support of Motion for Preliminary Approval and discuss with the litigation team.	500.00	1:00	500.00	171,107.50
09/19/2023	No	Monnett DeLaTorre	Law and Motion - revise P&As and draft supporting dec	400.00	2:30	1,000.00	172,107.50
09/21/2023	No	Sydney Castillo-Johnson	Upload proposed settlement to LWDA	150.00	0:12	30.00	172,137.50
09/21/2023	No	Jennifer Heming	Review, finalize, file, and serve MPA	150.00	1:36	240.00	172,377.50
10/09/2023	No	Jennifer Heming	File management	150.00	0:30	75.00	172,452.50
10/19/2023	No	Jennifer Heming	Review and save Court's tentative on MPA	150.00	0:18	45.00	172,497.50
10/20/2023	No	Jennifer Heming	Attend MPA hearing	400.00	2:00	800.00	173,297.50
10/23/2023	No	Sydney Castillo-Johnson	Review and save Court's minute order on MPA	150.00	0:18	45.00	173,342.50
11/08/2023	No	Jennifer Heming	Law and Motion - Emails to/from OC Re MPA Order	150.00	0:18	45.00	173,552.50
11/08/2023	No	Jean Claude Lapuyade	Review and save conformed MPA order	550.00	0:18	165.00	173,507.50
11/09/2023	No	Jennifer Heming	Settlement - Emails to/from Admin Re Timeline	150.00	0:18	45.00	173,552.50
11/09/2023	No	Jean Claude Lapuyade	Settlement - emails re admin process	550.00	0:18	165.00	173,717.50
11/09/2023	No	Sydney Castillo-Johnson	Settlement - emails re admin process	400.00	0:36	240.00	173,957.50
11/09/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPOA Order	550.00	0:24	220.00	174,177.50
11/13/2023	No	Jennifer Heming	File management	150.00	0:30	75.00	174,252.50
11/17/2023	No	Jennifer Heming	Discovery - Emails to/from OC Re MTC SI (Set 1)	150.00	0:30	75.00	174,252.50
11/17/2023	No	Sydney Castillo-Johnson	Discovery - Emails to/from OC Re MTC SI (Set 1)	400.00	0:24	160.00	174,412.50
11/20/2023	No	Sydney Castillo-Johnson	Emails re class notice	400.00	0:24	160.00	174,572.50
11/20/2023	No	Sydney Castillo-Johnson	Emails re class notice	400.00	0:24	160.00	174,572.50
11/20/2023	No	Monnett DeLaTorre	Review emails from administrator regarding formatted notice.	500.00	0:12	100.00	174,672.50
11/20/2023	No	Jean Claude Lapuyade	Settlement - R&R Revised Notice and Emails to/from Admin Re Same	550.00	1:00	550.00	175,222.50
11/21/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Calculations	550.00	0:48	440.00	175,662.50
11/22/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Notice	550.00	0:36	330.00	175,992.50
11/27/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC and Admin Re Calculations	550.00	0:54	495.00	176,487.50
11/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Class Notice	550.00	0:24	220.00	176,707.50
12/12/2023	No	Sydney Castillo-Johnson	Settlement - review weekly report	400.00	0:18	120.00	176,827.50

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/12/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:30	275.00	177,102.50
12/19/2023	No	Sydney Castillo-Johnson	File maintenance	400.00	0:12	80.00	177,182.50
12/21/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Notice	550.00	0:24	220.00	177,402.50
12/29/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	177,567.50
12/29/2023	No	Monnett DeLaTorre	Review several emails from administrator regarding timeline as well as multiple status reports.	500.00	0:30	250.00	177,817.50
12/29/2023	No	Sydney Castillo-Johnson	Settlement - review weekly report	400.00	0:06	40.00	177,857.50
01/16/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Admin Re Dec. ISO Final	550.00	0:18	165.00	178,022.50
01/16/2024	No	Sydney Castillo-Johnson	Settlement - emails re weekly report	400.00	0:12	80.00	178,102.50
01/17/2024	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Dec. ISO Final	550.00	0:36	330.00	178,432.50
01/17/2024	No	Sydney Castillo-Johnson	Law and motion - review admin dec, weekly report	400.00	0:24	160.00	178,592.50
01/19/2024	No	Sydney Castillo-Johnson	Settlement - review add'l opt out and dec	400.00	0:18	120.00	178,712.50
01/20/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Admin Re Opt Out	550.00	0:18	165.00	178,877.50
01/23/2024	No	Sydney Castillo-Johnson	Law and Motion - emails re MFA	400.00	0:18	120.00	178,997.50
01/25/2024	No	Jennifer Heming	File management	150.00	0:30	75.00	179,072.50
01/25/2024	No	Sydney Castillo-Johnson	Case management - case meeting	400.00	0:12	80.00	179,152.50
01/26/2024	No	Sydney Castillo-Johnson	Law and motion - review admin dec for add'l opt outs	400.00	0:18	120.00	179,272.50
01/26/2024	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Opt Out	550.00	0:48	440.00	179,712.50
01/31/2024	No	Jean Claude Lapuyade	Legal Research - Motion for Fees Issues (Loadstar Cross Check Cases)	550.00	2:54	1,595.00	181,307.50
02/02/2024	No	Sydney Castillo-Johnson	Legal research - MFA and fees standards	400.00	3:36	1,440.00	182,747.50
02/06/2024	No	Sydney Castillo-Johnson	Law and Motion - emails re MFA/fees	400.00	0:30	200.00	182,947.50
02/13/2024	No	Sydney Castillo-Johnson	Law and Motion - draft MFA/Fees and dec ISO motion	400.00	5:00	2,000.00	184,947.50
02/14/2024	No	Sydney Castillo-Johnson	Law and motion - revise proposed order/judgment and decs	400.00	0:42	280.00	185,227.50
02/15/2024	No	Jean Claude Lapuyade	Law and Motion - Reviewed, Revised and Edited MFA P&As	550.00	3:06	1,705.00	186,932.50
02/16/2024	No	Jean Claude	Law and Motion - Reviewed and Revised Motion for Fees	550.00	1:48	990.00	187,922.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
02/16/2024	No	Sydney Castillo- Johnson	Law and Motion - revise proposed order	400.00	0:18	120.00	188,042.50
02/19/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Decs. ISO Final, Order and Judgement	550.00	2:12	1,210.00	189,252.50
02/20/2024	No	Sydney Castillo- Johnson	Law and Motion - revise MFA/Fees	400.00	0:18	120.00	189,372.50
02/22/2024	No	Sydney Castillo- Johnson	Law and Motion - review OC edits to order, emails re order	400.00	0:30	200.00	189,572.50
02/23/2024	No	Monnett DeLaTorre	Revised motion for final approval and fees and made comments and edits to P&As in both fees and motion and final approval motions	500.00	3:12	1,600.00	191,172.50
02/23/2024	No	Sydney Castillo- Johnson	Law and motion - revise order	400.00	0:12	80.00	191,252.50
02/23/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Edits to Proposed Judgment	550.00	0:42	385.00	191,637.50
02/23/2024	No	Jean Claude Lapuyade	Law and Motion - R&R Defense Edits to Judgment and Emails Re Same	550.00	0:36	330.00	191,967.50
02/25/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Proposed Order and Decs. ISO Fees and Final	550.00	1:54	1,045.00	193,012.50
02/26/2024	No	Sydney Castillo- Johnson	Law and motion - finalize MFA	400.00	1:00	400.00	193,412.50
02/26/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited P&As, for MFA	550.00	2:06	1,155.00	194,567.50
02/27/2024	No	Jean Claude Lapuyade	Law and Motion - Final Review of Motion for Final Approval and Motion for Fees	550.00	2:00	1,100.00	195,667.50
Total for Coles v. CareFusion (002-326)					433:48	\$195,667.50	

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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

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

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

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