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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CLAUDIA NUNEZ PORCAYO, an individual,
on behalf of herself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

THE WHOLE CHILD – MENTAL HEALTH
& HOUSING SERVICES., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 21STCV25160

**DECLARATION OF SHANI O. ZAKAY, ESQ.
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: August 3, 2022

Time: 9:00am

Judge: Hon. Maren Nelson

Dept.: 17

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, co-counsel of
3 record for Plaintiff in this matter. As such, I am fully familiar with the facts, pleadings and history of
4 the matter. The following facts are within my own personal knowledge, and if called as a witness, I
5 could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiffs for an order: (1)
7 preliminarily approving the proposed settlement of this putative class and Private Attorneys General
8 Act (“PAGA”) action with The Whole Child – Mental Health & Housing Services (“Defendant”); (2)
9 approving the form and method for providing class-wide notice; (3) directing that notice of the proposed
10 settlement be given to the class; and (4) scheduling a final approval hearing date to consider Plaintiff’s
11 motion for final approval of the settlement and entry of the Judgment, and Plaintiff’s motion for
12 approval of attorneys’ fees and litigation expenses. Attached hereto as Exhibit #1 is a copy of the fully
13 executed Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims
14 (“Agreement”) along with exhibits thereto. This Declaration incorporates by reference the definitions
15 in the Agreement, and all terms defined therein shall have the same meaning as set forth in the
16 Agreement.

17 **The Settlement Generally**

18 3. The “**Class Members**” and “**Settlement Class Members**” shall mean “all individuals
19 who are or previously were employed by Defendant in California and classified as non-exempt
20 employees at any time during the Class Period. The Class Period is defined as the period between July
21 8, 2017 and May 1, 2022. Agreement at §§ I(G) and (H). The Settlement Class Members exclude any
22 Class Member that submitted a valid and timely request for exclusion. Agreement at §I(GG).

23 4. The “**Aggrieved Employees**” means all individuals who are or previously were
24 employed by Defendant in California and classified as non-exempt employees at any time during the
25 PAGA Period. The Class Period is defined as the period between April 30, 2020 and May 1, 2022.
26 (“PAGA Period”). Agreement at §§ I(B) and (V). Aggrieved employees do not have the ability to opt-
27 out of the PAGA portion of the settlement.

5. The “**Gross Settlement Amount**” is One Hundred Ninety-Five Thousand Dollars (\$195,000). Agreement at § I(O). The Gross Settlement Amount is non-reversionary and includes the following:

a. A “**Class Representative Service Award**” in the amount of \$10,000 to Plaintiff for her services on behalf of the Class Members, and for agreeing to a broad release. Agreement at §III(M)(9);

b. A “**Class Counsel Award**” in the amount not to exceed one-third of the Gross Settlement Amount for attorney’s fees, currently estimated to be \$65,000.00 **and** litigation costs and expenses not to exceed \$15,000, to be paid to Class Counsel. Agreement at §III(M)(10);

c. A “**PAGA Settlement**” of \$10,000 shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The Settlement Administrator shall pay 75% of the PAGA Settlement to the Labor and Workforce Development Agency (“LWDA Payment”). The Settlement Administrator shall distribute 25% of the PAGA Amount to the Aggrieved Employees (“Aggrieved Employee Payment”). Agreement at §III(M)(11); and,

d. **“Settlement Administration Costs”** not to exceed \$8,000 payable to the Settlement Administrator, ILYM Group, Inc., for, *inter alia*, the administration of the Notice Packet and Individual Settlement Payments. Agreement at §III(M)(12).

6. The “**Net Settlement Amount**” of approximately \$87,000 (Gross Settlement Amount minus the requested Class Representative Service Award, Class Counsel Award, PAGA Settlement and Settlement Administration Costs) which will be allocated to all Settlement Class Members on a pro-rata basis according to the number of Workweeks each Settlement Class Member worked during the Class Period. The entire Net Settlement Amount will be paid to all Settlement Class Members who do not opt out of the Settlement Class resulting in an average Individual Settlement Share of ***\$446.15***. Agreement at §III(M)(1). An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm’s length. The Settlement confers substantial benefits to the Settlement Class. The relief offered by

1 the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs
2 pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class
3 Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class
4 certification being denied or of Defendant prevailing at trial.

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

10 **The Parties**

11 8. Defendant provides mental health, family housing, parent enrichment, and nutrition
12 education services to families and children of vulnerable communities, including at the Los Angeles
13 County location where Plaintiff worked. This action asserts claims on behalf of Defendant's non-
14 exempt employees who are or previously were employed in California. Plaintiff worked for Defendant
15 as a non-exempt employee in California between October of 2020 and February of 2021. At all times
16 during her employment, Plaintiff earned an hourly wage and was entitled incentive compensation, and
17 to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours
18 worked. Throughout her employment, Plaintiff was subject to Defendant's written policies and
19 procedures and unwritten policies and practices.

20 9. Generally, Plaintiff claims that Defendant failed to pay overtime at the correct regular
21 rate of pay, failed to provide compliant meal and rest periods, failed to furnish accurate itemized wage
22 statements, and failed to reimburse for required business expenses. Defendant forcefully denies liability
23 for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable
24 employment laws and raised several other significant defenses to Plaintiff's claims, including but not
25 limited to, facially compliant meal and rest period policies, compliant wage statements, and reimbursed
26 for all required business expenses.

1 **Procedural Background**

2 10. On April 30, 2021, Plaintiff served Defendant and the Labor and Workforce Development
3 Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth
4 the facts and theories supporting Defendant’s alleged violations of various provisions of the California
5 Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of her intent to
6 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections
7 2698 et seq (“PAGA”).

8 11. On July 8, 2021, Plaintiff filed a class action complaint in the Los Angeles Superior Court,
9 Case Number 21STCV25160 (the “Action”). The Action alleged ten causes of action against Defendant
10 for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2)
11 Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 and 1197.1; (3) Failure
12 to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (4) Failure to Provide Required
13 Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide Required Rest
14 Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Provide Accurate Itemized
15 Wage Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for
16 Required Business Expenses in Violation of Cal. Lab. Code § 2802; (8) Failure to Provide Wages When
17 Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (9) Unpaid Sick Pay in Violation of Cal. Lab.
18 Code § 246; (“Class Claims”) and (10) Violations of the Private Attorney General Act at Lab. Code §§
19 2698 *et. seq.* (“PAGA Claims”).

20 **Investigation and Settlement Negotiations**

21 12. After the Action was commenced, the Parties agreed to mediate the Action. To prepare
22 for mediation, the Parties agreed to informally produce documents and data points subject to the
23 mediation privilege, including but not limited to, a 25% sample of the Class Members’ time data and
24 certain payroll data points. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at
25 Berger Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

26 13. On March 15, 2022 the Parties participated in a full day mediation with highly regarded
27 wage and hour mediator Jeffrey Krivis, Esq. After arms-length negotiations and bargaining, the Parties
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1 reached an agreement to settle and signed a Memorandum of Understanding. After reaching an
2 agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is
3 the subject of the instant motion.

4 14. Months before filing any one of the Actions, Class Counsel began its pre-filing
5 investigation into the Plaintiff's complaints. Class Counsel's investigation started with several lengthy
6 interviews with Plaintiff. As part of the interview process, the Plaintiff produced documents related to
7 her employment, including time and payroll records. At the conclusion of the interviews, Class Counsel
8 determined that each of Plaintiff's complaints appeared to substantiate Plaintiff's claim that Defendant's
9 failed to, among other things, pay for all time worked and to provide compliant meal and rest periods.

10 15. Considering the many anticipated factual disputes, the Parties agreed, relatively early in
11 the litigation, that it would be in the best interest of both Parties to mediate the matter.

12 16. To prepare for mediation, Class Counsel requested documents and data points to further
13 evaluate Plaintiff's claims and Defendant's liability exposure to the Class Members. In response to
14 Class Counsel's request, Defendant produced the time records for the Class Members, aggregate
15 workweek and pay period data for the Class Members, wage statements for the Class Members, and
16 copies of applicable handbooks, policies, and agreements containing, *inter alia*, compensation,
17 timekeeping and meal and rest period policies. In total, Defendant produced approximately 1,000 pages
18 of pertinent policy documents, time records for Class Members, and thousands of unique cells of payroll
19 and time data for Class Counsel to analyze.

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

25 18. BCG analyzed Defendant's time and payroll data to assist in the development of various
26 damage models. Among other things, BCG determined the approximate number of work shifts,
27 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
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1 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
2 rest periods, the amount of paid missed meal period premiums paid during the Class Period, the amount
3 of underpayment of overtime resulting from the miscalculation of the regular rate, and the amount of
4 off-the-clock work performed by the Class Members during the Class Period. BCG calculated and
5 created a damage model for Defendant's potential liability exposure while accounting for the
6 uncertainties of continued litigation. The damage model informed and guided Class Counsel during the
7 mediated settlement discussions.

8 19. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
9 determining Plaintiff's suitability as a putative class representative through interviews, background
10 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims;
11 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
12 and the type of employer; (4) analyzing the Settlement Class' time and payroll records; (5) analyzing
13 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
14 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
15 estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)
16 participating in the mediation.

17 20. This investigation allowed Class Counsel to fully assess the nature and magnitude of the
18 claims being settled, as well as the impediments to recovery, such as to make an independent assessment
19 of the reasonableness of the terms to which the Parties have agreed.

20 21. Class Counsel only agreed to enter the Settlement following their thorough investigation
21 and evaluation of Plaintiff's claims.

22 22. Based on their investigation of the facts, applicable law, and marketplace for similar
23 settlements, and considering the risk of significant delay, uncertainty associated with litigation, and the
24 various defenses asserted by Defendant, Class Counsel firmly believes this Agreement to be in the best
25 interests of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate, the
26 Court should preliminarily approve the Settlement.

1 23. The Parties participated in mediation the highly respected mediator Jeffrey Krivis, Esq.
2 Mr. Krivis managed the Parties' expectations and provided a useful, neutral analysis of the issues and
3 risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S.
4 Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against
5 any inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a
6 "mediator's involvement in pre-certification settlement negotiations helps to ensure that the
7 proceedings were free of collusion and undue pressure.")) At all times, the Parties' negotiations were
8 at an arm's length, adversarial and non-collusive. The matter resolved and the Parties reached a
9 settlement, which was memorialized in a Memorandum of Understanding after a full day of mediation.

10 24. Once the Parties agreed to a settlement which was subsequently memorialized in the form
11 of a Memorandum of Understanding, the Parties engaged in protracted negotiations regarding the
12 written terms of the class action settlement. The Parties maintained the arm's length, non-collusive and
13 adversarial negotiations while arriving at the final terms of the Settlement. The Agreement is the final
14 product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate and
15 represent a reasonable compromise of the claims at issue.

16 **Summary of Exposure**

17 25. In conclusion, the settlement of \$195,000.00 represents approximately 26% of the value
18 of the maximum potential *damages* at issue. Even when including the penalties for Plaintiff's claim for
19 wage statement violations and waiting time penalties under *Labor Code* Sections 203 and 226, the
20 settlement represents more than 15% of the maximum potential liability, assuming all of these amounts
21 could be proved at trial. This is well within the bounds of reasonableness. (*See Vicerol v. Mistras Grp.,*
22 *Inc.* (N.D. Cal. 2016) 2016 WL 5907869, at *3, 7 (approving a California wage and hour settlement
23 where the class received 11.6% of the estimated total liability); *Leverage v. Traeger Pellet Grills, LLC*
24 (N.D. Cal. 2017) 2017 WL 2797811, at *7 (Approving a California wage and hour settlement where
25 the class received 18% of the estimated total liability); *Stovall-Gusman v. W.W. Granger, Inc.*, (N.D.
26 Cal. 2015) 2015 WL 3776765 at * 4 (Approving California wage and hour misclassification settlement
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1 where the class received approximately 7.3% of the estimated trial award was within the “range of
2 reasonableness.”.) The following summarizes Defendant’s estimated exposure.

3 Estimated Exposure for Off-the-Clock Work

4 26. Plaintiff’s first claim in the Action was that Defendant failed to pay for all hours worked.
5 Specifically, Plaintiff asserted that Defendant required Plaintiff to work while clocked out during what
6 was supposed to be Plaintiff’s off-duty meal break, as well as after Plaintiff’s shift ended. Plaintiff
7 contends that Defendant maintained a similar policy with respect to other employees California during
8 the Class Period. Defendant vigorously denied liability for claim. In preparation for mediation,
9 Defendant produced several California specific operation manuals and policies. Collectively,
10 Defendant asserted that these written policies and procedures directed employees to ensure all work is
11 conducted while on-the-clock. Defendant asserted that any deviation from these written policies were
12 location specific and, thus, created individualized issues of liability unsuitable for class treatment.

13 27. Assuming ten (10) minutes of unpaid compensable time per week (80% of which
14 calculated at overtime rate) by the Class Members during the Class Period, BCG estimated Defendant’s
15 exposure for this claim at \$54,145.

16 Estimated Damages for Regular Rate Miscalculation Resulting in Underpayment of Overtime
17 and Sick Time

18 28. Plaintiff’s second claim in the Action was that Defendant failed to correctly calculate the
19 regular rate of pay for purposes of overtime and sick compensation when Defendant paid Plaintiff and
20 Class Members non-discretionary incentive compensation. Defendant denied liability. More
21 importantly, Defendant argued that any alleged miscalculation resulted in nominal damages, because
22 only less than 10% of the pay periods were affected by to the alleged miscalculation. Plaintiff’s expert
23 confirmed Defendant’s contention, concluding that the alleged miscalculation resulted in underpayment
24 of overtime in the amount of \$1,319 and sick time in the amount of \$3,354.

25 Estimated Damages for Meal Period Violations

26 29. Plaintiff also alleges that Defendant failed to provide compliant meal periods. Plaintiff
27 contended that because of Plaintiff and Class Members’ rigorous work requirements, the Class
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1 Members were often denied complaint meal periods. Plaintiff also argued that Defendant's time records
2 reflected time-rounding, which gave rise to a presumption of violations.

3 30. Conversely, Defendant again argued that its policies and procedures required
4 uninterrupted, statutorily compliant meal breaks. Similarly, Defendant argued any divergence from
5 these written policies were not systematic and, if they existed at all, were location specific. Defendant
6 also asserted that it maintained facially compliant meal period policies and practices throughout the
7 Class Period. Finally, Defendant argued that it did not engage in time rounding, but that instead,
8 employee manually entered their meal break time-punches, resulting in artificial rounding by the
9 employees themselves. Moreover, many of the so-called "rounded" meal breaks were exactly 60-
10 minute long (as opposed to exactly 30-minute long), and therefore compliant. Thus, Defendant argued
11 that there was no potential liability for Plaintiff's alleged meal period violations.

12 31. Plaintiff's meal period claim (together with the rest period claim) likely represented the
13 most factually contested claim in the Actions. Plaintiff estimated the damages for this claim at
14 \$300,669.

15 Estimated Damages for Rest Period Violations

16 32. Plaintiff also alleged that Defendant failed to provide compliant rest periods. Specifically,
17 Plaintiff alleged that because of their rigorous work schedule they were not able to take timely and duty-
18 free rest periods. Again, Defendant denied liability and asserted that it maintained legally compliant rest
19 period policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the evidentiary
20 burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost entirely, on
21 Class Member testimony, making it a riskier claim at class certification and liability stages. Defendant likely
22 would have argued that only a small number of Class Members missed their rest breaks. Certification likely
23 would have required depositions of Class Members who provided declarations, and Defendant surely would
24 have obtained opposing declarations stating either rest breaks were taken, or rest breaks were voluntarily
25 waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because
26 of the competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written
27 rest break policy is insufficient for this Court to find that common issues predominate."); *Villa v. United*

1 *Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own
2 evidence confirms that the written policy does not generate uniform practices.”). Accordingly, the rest break
3 claim could be heavily discounted in Plaintiff’s valuation of the case. Nevertheless, and because Defendant
4 did not maintain time records for rest breaks, Plaintiff assumed that a rest break violation occurred on every
5 shift where a meal break violation was identified in the records (including violations due to rounding),
6 resulting in estimated damages for this claim at \$300,669.

7 Estimated Exposure for Unreimbursed Business Expenses

8 33. Plaintiff alleged that Defendant required the Settlement Class Members to incur personal
9 expenses for the use of their personal cell phones. Again, Defendant vigorously denied any liability for
10 this claim. Defendant argued that on the rare occasions where employees did incur business expenses,
11 these expenses were fully reimbursed. Defendant also offered evidence that it provides all supplies and
12 equipment for employees to do their jobs. Assuming \$50 in damages per employee, per month, Plaintiff
13 estimated Defendant’s exposure for this claim at \$88,125.

14 Exposure for Wage Statement Violations and Waiting Time Penalties

15 34. Plaintiff alleges that Defendant’s alleged violations resulted in derivative violations of
16 Labor Code sections 203 and 226(a). Class Counsel considered these penalties and weighed the
17 potential recoveries against probable defenses. Specifically, Defendant could argue that Plaintiff could
18 not prove the “willful” prong needed to obtain waiting time penalties under Labor Code section 203.
19 Additionally, Defendant could argue that Plaintiff could not show that Class Members suffered an
20 “injury” because of wage statement violations, as required by Labor Code section 226. Notwithstanding
21 the uncertain nature of the claims, Plaintiff estimated Defendant’s *maximum* exposure for these claims
22 at approximately \$537,400 (approximately \$323,850 for waiting time and \$ 213,550 for wage
23 statement).

24 Defendant’s PAGA Exposure

25 35. Class Counsel’s damage models also estimated Defendant’s exposure for PAGA
26 penalties. At the time of mediation, Plaintiff estimated Defendant’s PAGA exposure was approximately
27 \$1.1 million dollars.

36. Under PAGA, Courts have considerable discretion to reduce the penalty award. In *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code violations are established. *See In re Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (affirming an award of \$0 in PAGA penalties in a wage and hour class action); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial). In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation for each pay period the employee worked. Again, Defendant raised several defenses that presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. Defendant asserted that its employment practices complied with all applicable Labor Laws. In addition to those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and manageability as to the rest period claims. In all, Plaintiff's PAGA liability exposure is hotly contested.

Inherent Risks of Continued Litigation Support Preliminary Approval

37. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor

1 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
2 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
3 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
4 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
5 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
6 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
7 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
8 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
9 certification of driver meal and rest period claims based on the predominance of individual issues).

10 38. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
11 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
12 factor favoring settlement.

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

20 40. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$195,000 that is
21 roughly 26% of Defendants’ liability exposure for damages, and 15% of Defendants’ liability exposure
22 for damages and penalties. Given the amount of the settlement here, as compared to potential value of
23 the claims, offset by the various inherent risks to continued litigation, the settlement is fair and
24 reasonable.

25 **The Proposed Notice**

26 41. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
27 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
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1 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
2 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
3 procedure and time period within which to requests for exclusions or objections to the Settlement, the
4 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
5 and scope of the Released Claims. Agreement at §III(L).

6 42. This method was negotiated by the Parties to ensure delivering the most reasonable
7 method of notice to the Class Members while ensuring cost effective administration of the Settlement.

8 **The Enhancement Award**

9 43. The Settlement provides for a Class Representative Service Award of \$10,000 for
10 Plaintiff. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing the
11 action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class
12 Counsel on the status of her case and the strategies for prosecuting the claims, responding to
13 Defendant's written discovery, reviewing the proposed Settlement to ensure that its terms are fair and
14 provide adequate relief for the Settlement Class, and agreeing to provide Defendant a general release
15 of all claims arising out of her employment.

16 44. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
17 Representative Service Award once preliminary approval of the Settlement is granted. Plaintiff
18 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated
19 Class Representative Service Award.

20 **Class Counsel Award**

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

46. Plaintiff will file a formal motion for the negotiated Class Counsel Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

Class Certification

47. For Settlement, Plaintiff contends, and Defendant does not dispute, that provisional certification of the Class is appropriate.

48. The proposed Settlement Class is ascertainable and there is a well-defined community of interest among the settlement Class Members. Because all Class Members are Defendant's current and former employees, the class is readily ascertainable from Defendant's regular business records, i.e., payroll records.

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

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

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

52. Class Counsel are experienced in prosecuting class action lawsuits and can competently represent the Class. Attorneys from both Class Counsel's firms have extensive class litigation experience, handling a number of class action and complex commercial cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as class counsel in over two hundred class action matters, including many wage and hour class actions. Class Counsel has been found to be adequate counsel by the courts throughout California. A true and correct copy of the resumes of the firms comprising Class Counsel are attached hereto as Exhibit #2. Class Counsel have been approved as experienced class counsel in both state and federal courts in California in contested class certification proceedings. Thus, the adequacy requirement is satisfied.

Additional Issues

53. **Average Class Member Payment** – Should the Court approve the above distributions, the Net Settlement Amount is estimated to be \$87,000, which means that the average payment to a Participating Class Members is approximately **\$446.15**.

54. **National Change of Address** – The Settlement Administrator is required to perform a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mail the Class Notice to the Class Member's new address under paragraph III(L)(3) of the Settlement Agreement.

55. **Information Received** – In this case, Plaintiff received all of the information needed to evaluate the claims being settled. The following is a summary of the relevant documents received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

a. 25% sampling of data showing the employees, their employment dates, their time sheets, hourly rates, and their wages.

b. Defendant's Employee Handbook for the relevant time period, which outlined the wage and hour policies of Defendant.

c. Employee file of Plaintiff.

1 d. 25% samples of wage statements provided by Defendant to employees.

2 e. 25% sample of Payroll data.

3 56. **Notice in Spanish-** Notice in Spanish is not required because, in order to work for
4 Defendant, all Class Members had to be able to speak and read in English fluently. The Parties do not
5 have reason to believe that any of the Class Members will be unable to understand the Notice in English.

6 57. **Confidentiality of the Data Produced to the Administrator:** Class Counsel does not
7 believe that any confidentiality provisions in the agreement would impede the performance of their
8 fiduciary duties because Class Counsel will receive the necessary information, but with the names and
9 addresses redacted in advance of the mailing to show the settlement calculations, weekly reports
10 concerning class member correspondence, and a final report from Settlement Administrator, which is
11 all that is usually needed. Nevertheless, Class Counsel will seek authorization from Defendant and/or
12 relief from the Court should an unanticipated or specific issue arise.

13 58. **Timing of Payment:** The Settlement Agreement provides that payments to the class
14 members, payments to counsel, and payments to the settlement administrator, will all be made at the
15 same time; 15 days after the Funding Date.

16 59. **Extensions for Returned Notices:** Class members who receive re-mailed notices will be
17 given a 15-day extension to opt-out, object, or submit disputes, so as to ensure that they are afforded 45
18 days to respond.

19 60. **Confirmation that the Agreement and Notice are Consistent:** All revisions to the
20 settlement agreement have also been incorporated into the Notice.

21 61. **Deadline to Submit Disputes:** The Settlement Agreement provides that Class Members
22 will have until the "Response Deadline" (45 days from the date of the mailing of the Notice) to submit
23 disputes to the settlement administrator regarding the calculation of their workweeks and settlement
24 share. An extension for returned notices is also contemplated.

25 62. **Language Used for Exclusions:** The Settlement Agreement does not require that specific
26 language be used by Class Members to request exclusion, and only requires that the request be signed
27 and returned timely.

1 **63. Scope of the Release:** The release of class claims is limited to “all class claims *alleged*
2 *in the operative complaint or that could have been stated based on the facts alleged in the Action,*
3 including but not limited to federal and state wage and hour claims which occurred during the Class
4 Period.” The release of PAGA claims is limited to “PAGA claims for penalties and any other available
5 relief pursuant to the PAGA *alleged in the operative complaint and/or Plaintiff’s PAGA notice to the*
6 *LWDA* which occurred during the PAGA Period. A true and correct copy of Plaintiff’s LWDA Letter
7 is attached hereto as Exhibits #3.

8 **64. Release Covering Federal Claims:** Although claims arising under federal law are not
9 pled in the Operative Complaint, claims based on federal law “could have been alleged based on the
10 facts and allegations plead in the Operative Complaint[.]” Thus, any released federal law claim is still
11 tethered to “facts and allegations” asserted in Plaintiff’s Operative Complaint. For that reason, the
12 release language here is not analogous to the *Amaro v. Anaheim Arena Mgmt.* (2021) 69 Cal.App.5th
13 521 that impermissibly extended to claims outside the scope of the complaint.

14 **65. The Discount for Defendant’s Liability for Meal and Rest Breaks:** Plaintiff estimated
15 that Defendant’s exposure for meal break and rest break violations are, at most \$300,669 for each. These
16 amounts should be discounted because (a) Defendant contended, and Plaintiff confirmed, that
17 Defendant adopted and enforced facially compliant written meal and rest break policies, and (b)
18 Plaintiff’s expert identified meal break violations at of less than 3%, but assumed that all breaks exactly
19 30-minutes in length were unlawfully rounded, resulting in increase of 29.3% in the violation rate.

20 **66. Why is the PAGA allocation of \$10,000 is fair, just, and reasonable:** The Gross
21 Settlement Amount in the Action is \$195,000. The Parties have agreed to allocate \$10,000 to PAGA,
22 which represents 5.1%. California Courts have held that an allocation to PAGA of an amount equal to
23 1% of the gross settlement amount is fair, just, and reasonable. *See Andres v. Laboratory Corporation*
24 *of America*, No. 2:13-cv-08773-GW-VBK (C.D. Cal. Nov. 3, 2015) (gross settlement fund of \$520,000,
25 of which \$5,000 (or 1%) was allocated to the settlement of PAGA penalties); *Hightower v. JPMorgan*
26 *Chase Bank, N.A.*, No. 2:11-cv-01802-PSG-PLA (C.D. Cal. Oct. 5, 2015; Judge Philip S. Gutierrez)
27 (gross settlement fund of \$12 million, of which \$25,000 (or 0.2%) was allocated to the settlement of
28

PAGA penalties); *Hicks v. Toys 'R Us, Inc.*, 2:13-cv-01302-DSF-JCG (C.D. Cal. Aug. 4, 2014; Judge Dale S. Fischer) (gross settlement fund of \$4 million, of which \$5,000 (or 0.13%) was allocated to the settlement of PAGA penalties); *Valdez v. Kevin Jewelers, No. 502920* (Los Angeles County Superior Court Sept. 24, 2015; Judge John Shepard Wiley, Jr.) (gross settlement fund of \$345,000, of which \$5,000 (or 1.4%) was allocated to the settlement of PAGA penalties); *Mendiola v. Tyco Electronics Corp.*, RIC 1400721 (Riverside County Super. Ct. May 29, 2015; Judge John W. Vineyard) (gross settlement fund of \$495,000, of which \$20,000 (or 4%) was allocated to the settlement of PAGA penalties); *Parra v. Aero Port Services, Inc.*, No. BC483451 (L.A. County Super. Ct. April 20, 2015; Judge Jane Johnson) (gross settlement fund of approximately \$1,458,900, of which \$5,000 (or 0.3%) was allocated to the settlement of PAGA penalties). Moreover, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff's calculation, even had Plaintiff prevailed on the PAGA claim. Here, multiplying the number of pay periods (approximately 1,443) by \$5 results in a total potential liability of \$7,215. Therefore, even assuming Plaintiff would have prevailed on all of her claims in trial, the result obtained by Plaintiff in the Settlement exceeds the amount Plaintiff would have recovered had the Court relied on *Carrington* in awarding the PAGA penalties.

67. **Fee Split:** In accordance with California Rules of Court, rule 3.769, I make the following disclosure. The attorneys' fees awarded shall be allocated as follows: 50% to Zakay Law Group, APC and 50% to the JCL Law Firm, APC. Plaintiff confirmed her approval of the fee splitting in writing in the agreement at ¶ I(E) and counsel for Plaintiff explained this fee split to their client at the time of the execution.

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68. **Date for Final Approval Hearing:** Plaintiff proposes scheduling the Final Approval Hearing for December 7, 2022.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of July 2022, in San Diego, California.

By: _____
Shani O. Zakay

EXHIBIT 1

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

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

CLAUDIA NUNEZ PORCAYO, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

THE WHOLE CHILD – MENTAL HEALTH
& HOUSING SERVICES, a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 21STCV25160

[Action Filed July 8, 2021]

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

Judge: Honorable Maren Nelson
Dept.: 17

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between plaintiff CLAUDIA NUNEZ PORCAYO (hereinafter “Plaintiff”), an
3 individual, on behalf of the Settlement Class, and in her representative capacity on behalf of the State
4 of California and the Aggrieved Employees, and Defendant THE WHOLE CHILD – MENTAL &
5 HEALTH HOUSING SERVICES, a California Corporation (hereinafter “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Porcayo v. The*
8 *Whole Child*, Los Angeles County Superior Court, Case No. 21STCV25160, filed
9 July 8, 2021.
- 10 B. “Aggrieved Employees” shall mean all individuals who are or previously were
11 employed by Defendant in California and classified as non-exempt employees at any
12 time during the PAGA Period.
- 13 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
14 Class Action and Release of Claims.
- 15 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and
16 Shani Zakay of Zakay Law Group, APLC.
- 17 E. “Class Counsel Award” means the award of fees and expenses that the Court
18 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
19 and the Class in the Action, consisting of attorneys’ fees currently not to exceed one-
20 third of the Gross Settlement Amount currently estimated to be \$65,000.00 out of
21 \$195,000.00 plus costs and expenses in the amount of \$15,000.00. Class Counsel’s
22 award for attorneys’ fees will be divided equally between Class Counsel (50% to
23 JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 24 F. “Class Data” means information regarding Class Members that Defendant will in
25 good faith compile from its records and provide to the Settlement Administrator. It
26 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
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Member's full name; last known address; Social Security Number; and all dates on which the Class Member performed work for Defendant.

G. "Class Members" or the "Class" means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.

H. "Class Period" means the period between July 8, 2017 to May 1, 2022.

I. "Class Representative Service Award" means the amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her pro-rata share of the PAGA Settlement, in recognition of her efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of Defendant.

J. "Class Representative" shall mean plaintiff CLAUDIA NUNEZ PORCAYO.

K. "Court" means the Superior Court for the State of California, County of Los Angeles currently presiding over the Action.

L. "Defendant" shall mean The Whole Child - Mental Health & Housing Services.

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

- 1 N. "Funding Date" shall mean fifteen (15) calendar days after the Effective Date and is
2 the date Defendant transfers the Gross Settlement Amount into the QSF in accord
3 with the terms of this Agreement.
- 4 O. "Gross Settlement Amount" means One Hundred Ninety-Five Thousand Dollars
5 (\$195,000.00) that Defendant must pay into the QSF in connection with this
6 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
7 Representative Service Award, the Class Counsel Award, PAGA Settlement and the
8 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,
9 if any, triggered by any payment under this Settlement. The Parties contemplate that
10 Defendant's share of payroll taxes will equal approximately Five Thousand Dollars
11 (\$5000), which it will pay separately.
- 12 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member and excludes any amounts distributed to
14 Aggrieved Employees pursuant to PAGA.
- 15 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
16 Counsel Award, Class Representative Service Award, PAGA Settlement, and
17 Settlement Administration Costs.
- 18 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
19 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
20 than formatting changes to facilitate printing by the Settlement Administrator).
- 21 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
22 Labor Code § 2698 *et seq.*
- 23 T. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
24 for each Aggrieved Employee divided by the sum-total of the pay periods for all
25 Aggrieved Employees during the PAGA Period.
- 26 U. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
27 Employee Payment, as defined herein, means the number of pay periods of
28

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

V. “PAGA Period” means the period between April 30, 2020 to May 1, 2022 (the “PAGA Period”).

W. “PAGA Settlement” shall mean Ten Thousand Dollars (\$10,000) to be allocated from the Gross Settlement Amount.

X. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

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

Z. “Plaintiff” shall mean CLAUDIA NUNEZ PORCAYO.

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

BB. “Released Class Claims” means all class claims alleged in the operative complaint or that could have been stated based on the facts alleged in the Action, including but not limited to federal and state wage and hour claims (including all claims under the California Labor Code and/or Fair Labor Standards Act) for unpaid wages, minimum wage, overtime, wages for off-the-clock work, meal periods, rest periods, wage statement violations, waiting time penalties, failure to maintain records, interest, penalties, and attorneys’ fees, unfair competition and the related provisions of the Business & Professions Code including sections 17200 and 17203, Labor Code sections 201, 202, 203, 204, 206.5, 210, 226, 226.2, 226.7, 246 510, 512, 515, 558, 1194, 1197, 1197.1, 1198, and 2802 and all claims under the governing Wage Order(s), which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

- 1 CC. "Released PAGA Claims" means all PAGA claims for penalties and any other
2 available relief pursuant to the PAGA alleged in the operative complaint and/or
3 Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period
4 including for violations of California Labor Code sections , 201, 202, 203, 204, 210,
5 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and expressly excluding
6 all other claims, including claims for vested benefits, wrongful termination,
7 unemployment insurance, disability, social security, workers' compensation, and
8 PAGA claims outside of the PAGA Period .
- 9 DD. "Response Deadline" means the date forty-five (45) days after the Settlement
10 Administrator mails Notice Packets to Class Members and the last date on which
11 Class Members may submit requests for exclusion or objections to the Settlement.
- 12 EE. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 13 FF. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
14 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. ILYM Group has
15 extensive experience in administering Class Action Settlements, including direct mail
16 services, database management, claims processing and settlement fund distribution
17 services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
18 Members. The Settlement Administrator establishes, designates and maintains, as a
19 QSF under Internal Revenue Code section 468B and Treasury Regulation section
20 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the
21 purpose of resolving the claims of Settlement Class Members. The Settlement
22 Administrator shall maintain the funds until distribution in an account(s) segregated
23 from the assets of Defendant and any person related to Defendant. *All accrued*
24 *interest shall be paid and distributed to the Settlement Class Members as part of*
25 *their respective Individual Settlement Payment.*

1 GG. "Settlement Class Members" or "Settlement Class" means all Class Members who
2 have not submitted a timely and valid request for exclusion as provided in this
3 Agreement.

4 HH. "Workweeks", for purposes of calculating the distribution of the Net Settlement
5 Amount, means the number of weeks of employment during the Class Period that
6 each Class Member was employed by Defendant in California, excluding weeks
7 during which the Class Member did not perform any work for Defendant. In order to
8 ensure an equitable distribution of the Net Settlement Amount, each Class Member's
9 Workweek total will be calculated by dividing their total days worked by 5.

10 **II. RECITALS**

11 A. On April 30, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce
12 Development Agency (LWDA) and served the same on Defendant.

13 B. On July 8, 2021, Plaintiff filed the Class Action lawsuit for:

- 14 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 15 2. Failure to pay minimum wages in violation of California Labor Code sections
16 1194, 1197 and 1197.1;
- 17 3. Failure to pay overtime wages in violation of California Labor Code sections
18 510 *et seq*;
- 19 4. Failure to provide required meal periods in violation of California Labor Code
20 sections 226.7 and 512 and the applicable IWC wage order;
- 21 5. Failure to provide required rest periods in violation of California Labor Code
22 sections 226.7 and 512 and the applicable IWC wage order;
- 23 6. Failure to provide accurate itemized wage statements in violation of California
24 Labor Code section 226;
- 25 7. Failure to reimburse Plaintiff for required expenses in violation of California
26 Labor Code section 2802;
- 27
- 28

1 8. Failure to provide wages when due in violation of California Labor Code
2 sections 201, 202 and 203; and

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

4 C. The Class Representative believes she has meritorious claims based on alleged
5 violations of the California Labor Code, and the Industrial Wage Commission
6 Orders, and that class certification is appropriate because the prerequisites for class
7 certification can be satisfied in the Action, and this action is manageable as a PAGA
8 representative action.

9 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
10 alleged in the Action, disputes any wages, damages and penalties claimed by the
11 Class Representative are owed, and further contends that, for any purpose other than
12 settlement, the Action is not appropriate for class or representative action treatment.
13 Defendant contends, among other things, that at all times they complied with the
14 California Labor Code and the Industrial Wage Commission Orders.

15 E. The Class Representative is represented by Class Counsel. Class Counsel conducted
16 an investigation into the facts relevant to the Action, including conducting an
17 independent investigation as to the allegations, reviewing documents and
18 information exchanged through informal discovery, and reviewing documents and
19 information provided by Defendant pursuant to informal requests for information to
20 prepare for mediation. Defendant produced for the purpose of settlement
21 negotiations certain employment data concerning the Settlement Class, which Class
22 Counsel reviewed and analyzed. Based on their own independent investigation and
23 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
24 fair, reasonable and adequate, and is in the best interest of the Settlement Class in
25 light of all known facts and circumstances, including the risks of significant delay,
26 defenses asserted by Defendant, uncertainties regarding class certification, and
27 numerous potential appellate issues. Although they deny any liability, Defendant is
28

1 agreeing to this Settlement solely to avoid the inconveniences and cost of further
2 litigation. The Parties and their counsel have agreed to settle the claims on the terms
3 set forth in this Agreement.

4 F. On March 15, 2022, the Parties participated in mediation presided over by Jeff
5 Krivis, Esq., an experienced mediator of wage and hour class and PAGA actions.
6 The mediation concluded with a settlement after both sides agreed to a Mediator's
7 proposal which was subsequently memorialized in the form of a Memorandum of
8 Understanding ("MOU").

9 G. This Agreement replaces and supersedes the MOU and any other agreements,
10 understandings, or representations between the Parties. This Agreement represents
11 a compromise and settlement of highly disputed claims. Nothing in this Agreement
12 is intended or will be construed as an admission by Defendant that the claims in the
13 Action of Plaintiff or the Class Members have merit or that Defendant bears any
14 liability to Plaintiff or the Class on those claims or any other claims, or as an
15 admission by Plaintiff that Defendant's defenses in the Action have merit.

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

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

26 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:
27
28

1 **III. TERMS OF AGREEMENT**

2 A. Settlement Consideration and Settlement Payments by Defendant.

3 1. Settlement Consideration. In full and complete settlement of the Action, and
4 in exchange for the releases set forth below, Defendant will pay the sum of
5 the Individual Settlement Payment, the Class Representative Service Award,
6 the Class Counsel Award, PAGA Settlement, and the Settlement
7 Administration Costs, as specified in this Agreement, equal to the Gross
8 Settlement Amount of One Hundred Ninety-Five Thousand Dollars and Zero
9 Cents (\$195,000.00). The Parties agree that this is a non-reversionary
10 Settlement and that no portion of the Gross Settlement Amount shall revert to
11 Defendant. Other than the Defendant's share of employer payroll taxes,
12 Defendant shall not be required to pay more than the Gross Settlement
13 Amount, except as provided for hereinbelow.

14 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
15 Class was comprised of 195 individuals who collectively worked
16 approximately 13,211 Workweeks ("Projected Workweeks") during the Class
17 Period. At the time of filing of Plaintiff's motion for preliminary approval of
18 this Agreement, Defendant will provide a declaration under penalty of perjury
19 confirming the number of applicable Class Members and Workweeks they
20 worked during the applicable Class Period. If the workweek number increases
21 by more than 10% of the estimate stated herein, the Gross Settlement Amount
22 will increase proportionally for the number of workweeks over 110%.

23 3. Settlement Payment. Defendant shall pay the Gross Settlement Amount to the
24 Settlement Administrator on the Funding Date.

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

- 1 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
3 release the Defendant from the Released Class Claims for the Class Period.
- 4 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
5 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
6 California release the Defendant from the PAGA Released Claims for the PAGA
7 Period. As a result of this release, the Aggrieved Employees shall be precluded from
8 bringing claims against Defendant for the PAGA Release Claims regardless of whether
9 the Aggrieved Employee requests to be excluded from the Settlement as provided
10 herein below in section L(7).
- 11 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
12 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
13 Defendant from any and all claims, whether known or unknown, which exist or may
14 exist on her behalf as of the date of this Agreement, including but not limited to any
15 and all tort claims, contract claims, wage claims, wrongful termination claims,
16 disability claims, benefit claims, public policy claims, retaliation claims, statutory
17 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
18 defamation claims, fraud claims, quantum meruit claims, and any and all claims
19 arising under any federal, state or other governmental statute, law, regulation or
20 ordinance, including, but not limited to claims for violation of the Fair Labor
21 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
22 Welfare Commission, other state wage and hour laws, the Americans with
23 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
24 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
25 California Fair Employment and Housing Act, the California Family Rights Act, the
26 Family Medical Leave Act, California's Whistleblower Protection Act, California
27 Business & Professions Code Section 17200 et seq., and any and all claims arising
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1 under any federal, state or other governmental statute, law, regulation or ordinance.
2 Plaintiff also waives and relinquishes any and all claims, rights or benefits that she
3 may have under California Civil Code § 1542, which provides as follows:
4

5 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
6 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
7 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
8 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
9 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
10 ***DEBTOR OR RELEASED PARTY.***
11

12 Thus, notwithstanding the provisions of section 1542, and to implement a full and
13 complete release and discharge of the Defendant, Plaintiff expressly acknowledges
14 this Settlement Agreement is intended to include in its effect, without limitation, all
15 claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of
16 signing this Settlement Agreement, and that this Settlement Agreement contemplates
17 the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
18 Settlement Agreement, including this waiver of California Civil Code section 1542,
19 and that Plaintiff has consulted with or had the opportunity to consult with counsel of
20 Plaintiff's choosing about this Settlement Agreement and specifically about the
21 waiver of section 1542, and that Plaintiff understands this Settlement Agreement and
22 the section 1542 waiver, and so Plaintiff freely and knowingly enters into this
23 Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover
24 facts different from or in addition to those Plaintiff now knows or believes to be true
25 regarding the matters released or described in this Settlement Agreement, and even so
26 Plaintiff agrees that the releases and agreements contained in this Settlement
27 Agreement shall remain effective in all respects notwithstanding any later discovery
28

1 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
2 mistake in connection with the true facts involved in the matters, disputes, or
3 controversies released or described in this Settlement Agreement or with regard to any
4 facts now unknown to Plaintiff relating thereto.

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

- 7 1. The Court enters an order granting preliminary approval of the Settlement;
- 8 2. The Court enters an order granting final approval of the Settlement and a Final
9 Judgment;
- 10 3. If an objector appears at the final approval hearing, the time for appeal of the
11 Final Judgment and Order Granting Final Approval of Class Action
12 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
13 any appeal from the Judgment and Order Granting Final Approval of Class
14 Action Settlement; and
- 15 4. Defendant fully funds the Gross Settlement Amount.

16 F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
17 not preliminarily or finally approved by the Court, fails to become effective, or is
18 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
19 Defendant from obtaining a complete resolution of the Released Claims, or if
20 Defendant fails to fully fund the Gross Settlement Amount:

- 21 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
22 and shall not be admissible in any judicial, administrative or arbitral
23 proceeding for any purpose or with respect to any issue, substantive or
24 procedural;
- 25 2. The conditional class certification (obtained for any purpose) shall be void *ab*
26 *initio* and of no force or effect, and shall not be admissible in any judicial,
27

1 administrative or arbitral proceeding for any purpose or with respect to any
2 issue, substantive or procedural; and

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

6 4. If Defendant fails to fully fund the Gross Settlement Amount, Defendant shall
7 bear the sole responsibility for any cost to issue or reissue any curative notice
8 to the Settlement Class Members and all Settlement Administration Costs
9 incurred to the date of nullification.

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

18 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
19 effect of the payments called for, and Class Members and/or Aggrieved Employees are
20 not relying on any statement or representation by the Parties in this regard. Class
21 Members and/or Aggrieved Employees understand and agree that they will be
22 responsible for the payment of any taxes and penalties assessed on the Individual
23 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
24 Settlement described and will be solely responsible for any penalties or other
25 obligations resulting from their personal tax reporting of Individual Settlement
26 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.
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1 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
4 of this Agreement, and no written communication or disclosure between or among the
5 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
6 such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department circular 230 (31 CFR
8 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
9 her or its own, independent legal and tax counsel for advice (including tax advice) in
10 connection with this Agreement, (b) has not entered into this Agreement based upon
11 the recommendation of any other Party or any attorney or advisor to any other Party,
12 and (c) is not entitled to rely upon any communication or disclosure by any attorney
13 or adviser to any other party to avoid any tax penalty that may be imposed on the
14 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
15 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
16 strategies (regardless of whether such limitation is legally binding) upon disclosure by
17 the acknowledging party of the tax treatment or tax structure of any transaction,
18 including any transaction contemplated by this Agreement.

19 J. Preliminary Approval Motion. Plaintiff shall draft and file with the Court a Motion for
20 Order Granting Preliminary Approval and supporting papers within sixty (60) days
21 after complete execution of this agreement unless otherwise agreed upon by the Parties
22 and will provide Defendant with a draft of the Motion at least 3 business days prior to
23 the filing of the Motion to give Defendant an opportunity to propose changes or
24 additions to the Motion.

25 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
26 establishing and administering the QSF; calculating, processing and mailing payments
27 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
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mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; 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 the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

L. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.
2. Notice Packets.
 - a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A** and a Request for Exclusion form attached hereto as **Exhibit B**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Settlement and to keep the

1 Settlement Administrator apprised of their current mailing address, to
2 which the Individual Settlement Payments and/or Aggrieved
3 Employees' individual shares of the PAGA Settlement will be mailed
4 following the Funding Date. The Notice of Class Action Settlement
5 shall set forth the release to be given by all members of the Class who
6 do not request to be excluded from the Settlement Class and/or
7 Aggrieved Employees' in exchange for an Individual Settlement
8 Payment and/or Aggrieved Employees' individual shares of the PAGA
9 Settlement, the number of Workweeks worked by each Class Member
10 during the Class Period and PAGA Period, if any, and the estimated
11 amount of their Individual Settlement Payment if they do not request
12 to be excluded from the Settlement and each Aggrieved Employee's
13 share of the PAGA Settlement, if any. The Settlement Administrator
14 shall use the Class Data to determine Class Members' Workweeks and
15 PAGA Workweeks. The Notice will also advise the Aggrieved
16 Employees that they will release the Released PAGA Claims and will
17 receive their share of the PAGA Settlement regardless of whether they
18 request to be excluded from the Settlement.

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

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

9 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
10 Administrator as non-delivered on or before the Response Deadline shall be
11 re-mailed to any forwarding address provided. If no forwarding address is
12 provided, the Settlement Administrator shall promptly attempt to determine a
13 correct address by lawful use of skip-tracing, or other search using the name,
14 address and/or Social Security number of the Class Member involved, and
15 shall then perform a re-mailing, if another mailing address is identified by the
16 Settlement Administrator. In addition, if any Notice Packets, which are
17 addressed to Class Members who are currently employed by Defendant, are
18 returned to the Settlement Administrator as non-delivered and no forwarding
19 address is provided, the Settlement Administrator shall notify Defendant.
20 Defendant will request that the currently employed Class Member provide a
21 corrected address, and transmit to the Administrator any corrected address
22 provided by the Class Member. Class Members who received a re-mailed
23 Notice Packet shall have their Response Deadline extended fifteen (15) days
24 from the original Response Deadline.

25 5. Disputes Regarding Individual Settlement Payments. Class Members will
26 have until the Response Deadline, should they disagree with Defendant's
27 records regarding the start and end dates of employment to provide
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1 documentation and/or an explanation to show contrary dates. If there is a
2 dispute, the Settlement Administrator will consult with the Parties to
3 determine whether an adjustment is warranted. The Settlement Administrator
4 shall determine the eligibility for, and the amounts of, any Individual
5 Settlement Payments under the terms of this Agreement. The Settlement
6 Administrator's determination of the eligibility for and amount of any
7 Individual Settlement Payment shall be binding upon the Class Member and
8 the Parties, except as provided herein below in Paragraph 6.

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

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

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

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

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

- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of
3 PAGA pay periods for all Aggrieved Employees during the PAGA Period.
4 The respective PAGA pay periods for each Aggrieved Employee will be
5 divided by the total PAGA pay periods for all Aggrieved Employees, resulting
6 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
7 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
8 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
9 estimated share of the PAGA Settlement.
- 10 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
11 Settlement Payments shall be allocated and treated as 10% wages (“Wage
12 Portion”) and 90% interest and penalties (“Non-Wage Portion”). The Wage
13 Portion of the Individual Settlement Payments shall be reported on IRS Form
14 W-2 and the Non-wage Portion of the Individual Settlement Payments shall
15 be reported on IRS Form 1099 issued by the Settlement Agreement.
- 16 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
17 Employee Settlement Payments shall be allocated and treated as 100%
18 penalties and shall be reported on IRS Form 1099.
- 19 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
20 individual shares of the PAGA Settlement made to Settlement Class Members
21 and/or Aggrieved Employees under this Settlement Agreement, as well as any
22 other payments made pursuant to this Settlement Agreement, will not be
23 utilized to calculate any additional benefits under any benefit plans to which
24 any Class Members may be eligible, including, but not limited to profit-
25 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
26 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
27 Parties’ intention that this Settlement Agreement will not affect any rights,
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1 contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

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

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

18 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
19 Employees shall remain valid and negotiable for one hundred and eighty (180)
20 days from the date of their issuance. If a Settlement Class Member and/or
21 Aggrieved Employee does not cash his or her settlement check within 90 days,
22 the Settlement Administrator will send a letter to such persons, advising that
23 the check will expire after the 180th day, and invite that Settlement Class
24 Member and/or Aggrieved Employee to request reissuance in the event the
25 check was destroyed, lost or misplaced. If an Individual Settlement Payment
26 and/or Aggrieved Employee's individual share of the PAGA Settlement check
27 has not been cashed within one hundred and eighty (180) days, all funds
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1 represented by such uncashed checks, plus any interest accrued thereon, shall
2 be transmitted to the Controller of the State of California to be held pursuant
3 to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
4 names and corresponding amounts associated with each Class Member and/or
5 Aggrieved Employee whose check(s) are cancelled.

- 6 9. Class Representative Service Award. In addition to the Individual Settlement
7 Payment and her individual share of the PAGA Settlement to be paid to
8 Plaintiff, Plaintiff will apply to the Court for an award of not more than
9 \$10,000, as the Class Representative Service Award. Defendant does not
10 presently intend to oppose a Class Representative Service Award of not more
11 than \$10,000 for Plaintiff. The Settlement Administrator shall pay the Class
12 Representative Service Award, either in the amount stated herein if approved
13 by the Court or some other amount as approved by the Court, to Plaintiff from
14 the Gross Settlement Amount no later than fifteen (15) calendar days after the
15 Funding Date. Any portion of the requested Class Representative Service
16 Award that are not awarded to the Class Representative shall be part of the
17 Net Settlement Amount and shall be distributed to Settlement Class Members
18 as provided in this Agreement. The Settlement Administrator shall issue an
19 IRS Form 1099 — MISC to Plaintiff for her Class Representative Service
20 Award. Plaintiff shall be solely and legally responsible to pay any and all
21 applicable taxes on her Class Representative Service Award and shall hold
22 harmless the Defendant from any claim or liability for taxes, penalties, or
23 interest arising as a result of the Class Representative Service Award. The
24 Class Representative Service Award shall be in addition to Plaintiff's
25 Individual Settlement Payment as a Settlement Class Member. Approval of
26 this Settlement shall not be conditioned on Court approval of the requested
27 amount of the Class Representative Service Award. If the Court reduces or
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1 does not approve the requested Class Representative Service Award, Plaintiff
2 shall not have the right to revoke the Settlement, and it will remain binding.

3 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
4 attorneys' fees not to exceed one-third of the Gross Settlement Amount
5 currently estimated to be \$65,000.00 plus costs and expenses supported by
6 declaration not to exceed Fifteen Thousand Dollars (\$15,000.00), from the
7 Gross Settlement Amount will be filed. Any portion of the requested Class
8 Counsel Award that is not awarded to Class Counsel shall be part of the Net
9 Settlement Amount and shall be distributed to Settlement Class Members as
10 provided in this Agreement. The Settlement Administrator shall allocate and
11 pay the Class Counsel Award to Class Counsel from the Gross Settlement
12 Amount no later than fifteen (15) calendar days after the Funding Date. Class
13 Counsel shall be solely and legally responsible to pay all applicable taxes on
14 the payment made pursuant to this paragraph. The Settlement Administrator
15 shall issue an IRS Form 1099 — MISC to Class Counsel for the payments
16 made pursuant to this paragraph. In the event that the Court reduces or does
17 not approve the requested Class Counsel Award, Plaintiff and Class Counsel
18 shall not have the right to revoke the Settlement, or to appeal such order, and
19 the Settlement will remain binding.

20 11. PAGA Settlement. Ten Thousand Dollars (\$10,000) shall be allocated from
21 the Gross Settlement Amount for settlement of claims for civil penalties under
22 the Private Attorneys General Act of 2004 ("PAGA Settlement"). The
23 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
24 Settlement (\$7,500) to the California Labor and Workforce Development
25 Agency no later than twenty-five (25) calendar days after the Funding Date
26 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
27 Settlement (\$2,500) will be distributed to the Aggrieved Employees as
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described in this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$8,000. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

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

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff’s motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Settlement Administration Costs, and any other

1 information as the Parties mutually agree or the Court orders the Settlement
2 Administrator to provide.

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

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

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

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

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

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

26 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
27 represent they are expressly authorized by the Parties whom they represent to negotiate
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1 this Agreement and to take all appropriate Action required or permitted to be taken by
2 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
3 documents required to effectuate the terms of this Agreement. The persons signing
4 this Agreement on behalf of Defendant represents and warrants that he/she is
5 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
6 warrants that she is authorized to sign this Agreement and that she has not assigned
7 any claim, or part of a claim, covered by this Settlement to a third-party.

8 T. No Public Comment: The Parties and their counsel agree that they will not issue any
9 press releases, initiate any contact with the press, respond to any press inquiry, or have
10 any communication with the press about the fact, amount or terms of the Settlement
11 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
12 of its terms for any marketing or promotional purposes. Nothing herein will restrict
13 Class Counsel from including publicly available information regarding this settlement
14 in future judicial submissions regarding Class Counsel's qualifications and experience.
15 Further, Class Counsel will not include, reference or use the Settlement Agreement for
16 any marketing or promotional purposes, either before or after the Motion for
17 Preliminary Approval is filed.

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

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

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

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

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

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

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Defendant, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, 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 Defendant, 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.

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

CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in

1 this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant or
3 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
4 than as may be specifically set forth herein, each Party shall be responsible for and
5 shall bear its/his own attorney's fees and costs.

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

7
8 DATED: Jul 1, 2022

Claudia Nuñez

Claudia Nuñez (Jul 1, 2022 11:23 PDT)

CLAUDIA NUNEZ PORCAYO

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

16 DATED: _____

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18 THE WHOLE CHILD – MENTAL HEALTH &
19 HOUSING SERVICES

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21 Printed Name

22
23 Title

24 IT IS SO AGREED AS TO FORM BY COUNSEL:

25
26 DATED: _____

JCL LAW FIRM, A.P.C.

27 By: _____

28 29

1 this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant or
3 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
4 than as may be specifically set forth herein, each Party shall be responsible for and
5 shall bear its/his own attorney's fees and costs.

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

7
8
9 DATED: _____

CLAUDIA NUNEZ PORCAYO

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

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17 DATED: 6/29/2022

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THE WHOLE CHILD – MENTAL HEALTH &
19 HOUSING SERVICES

20 Constanza Pachon .

21 Printed Name

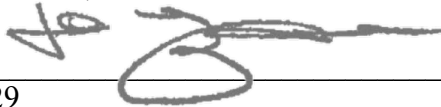
22 Chief Executive Officer

23 Title

24 IT IS SO AGREED AS TO FORM BY COUNSEL:

25
26 DATED: July 1, 2022

JCL LAW FIRM, A.P.C.

27 By: 
28 _____

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Attorneys for Plaintiff and the Settlement Class
Members

DATED: July 1, 2022

ZAKAY LAW GROUP, APLC

By:  _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: June 30, 2022

DEBRA ELLWOOD MEPPEN
DINA GLUCKSMAN
GORDON REES SCULLY MANSUKANI, LLP

By:  _____

Attorneys for Defendant

EXHIBIT A

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

(Porcayo v. The Whole Child, Los Angeles County Superior Court Case No. 21STCV25160)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<< [REDACTED] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant 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. You may present your objections at the Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the Los Angeles County Superior Court, Dept. 17, located at 312 North Spring Street, CA 90012 before Judge Maren Nelson.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Los Angeles (the “Court”) has been reached between Plaintiff Claudia Nunez Porcayo (“Plaintiff”) and Defendant The Whole Child – Mental Health & Housing Services) a California Corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period.

The “Class Period” is the period of time running from July 8, 2017 to May 1, 2022.

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

2. What is this class action lawsuit about?

On July 8, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse Plaintiff for required expenses in violation of California Labor code 2802; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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

On March 15, 2022, the Parties participated in an all-day mediation with Jeffrey Krivis, Esq., an experienced mediator of wage and hour class actions. The mediation concluded with a settlement after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$65,000.00) and a Class Counsel Litigation Expenses Payment of not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Hundred Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek. Your total workweeks will be determined by dividing the total days worked during the Class Period by five.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "PAGA Employees" means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period. The PAGA Period means the period between April 30, 2020 to May 1, 2022.

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

Tax Matters. 10% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 90% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such

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

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

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the operative complaint or that could have been stated based on the facts alleged in the Action, including but not limited to federal and state wage and hour claims (including all claims under the California Labor Code and/or Fair Labor Standards Act) for unpaid wages, minimum wage, overtime, wages for off-the-clock work, meal periods, rest periods, wage statement violations, waiting time penalties, failure to maintain records, interest, penalties, and attorneys' fees, unfair competition and the related provisions of the Business & Professions Code including sections 17200 and 17203, Labor Code sections 201, 202, 203, 204, 206.5, 210, 226, 226.2, 226.7, 246 510, 512, 515, 558, 1194, 1197, 1197.1, 1198, and 2802 and all claims under the governing Wage Order(s), which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Released PAGA Claims. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" all PAGA claims for penalties and any other available relief pursuant to the PAGA alleged in the operative complaint and/or Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period including for violations of California Labor Code sections , 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The PAGA Period means the period between April 30, 2020 to May 1, 2022.

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (July 8, 2017 to May 1, 2022).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (April 30, 2020 to May 1, 2022).

Based on this information, your estimated PAGA Payment Share is <<____>>.

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

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case ***Porcayo v. The Whole Child, Case No. 21STCV25160***." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Porcayo v. The Whole Child, Case No. 21STCV25160***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than

_____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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

Counsel for Defendant:

Debra E. Meppen, Esq.
Dina Glucksman, Esq.
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52th Floor
Los Angeles, Ca 90071
Tel.: (213) 576-5000
Fax: (213) 680-4470
E-Mail: dmeppen@grsm.com
dglucksman@grsm.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the Los Angeles County Superior Court, Dept. 17, located at 312 North Spring Street, CA 90012 before Judge Maren Nelson. 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 via audio or video 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. If you wish to appear, please see the Los Angeles County Superior Court for directions <https://www.lacourt.org/>.

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

You may call the Settlement Administrator at _____ or write to **Porcayo v. The Whole Child, Case No. 21STCV25160**, Settlement Administrator, c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT 2

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

EXHIBIT 3