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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LASSEN

NATALIE CHRESTENSEN; DELORIS
RIDDLE, individuals, on behalf of themselves
and on behalf of all persons similiary situated,

Plaintiffs,
v.

NORTHEASTERN RURAL HEALTH
CLINICS, a California Corporation; and DOES
1-50, Inclusive,

Defendants.

Case No. 63703

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

Date: April 13, 2023
Time: 10:00 a.m.

Judge: Hon. Leonard J. La Casse
Dept.: C

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiffs NATALIE CHRESTENSEN and DELORIS RIDDLE (hereafter "Plaintiffs" or "Class
6 Representatives") in this wage and hour class and representative action filed against Defendant
7 NORTHEASTERN RURAL HEALTH CLINICS (hereinafter "Defendant").

8 2. This declaration is being submitted in support of Plaintiffs' Motion for Final Approval of
9 Class Action and PAGA Settlement.

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

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed December 8,
15 2022, Preliminary Approval Order.

16 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the October 6, 2022 proof of
17 filing the proposed Settlement with the LWDA.

18 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the March 20, 2023, proof
19 of filing this motion seeking final approval of this Settlement with the LWDA.

20 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC,
21 "Time and Billing Journal" as of March 13, 2023.

22 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC,
23 "Transaction Summary" as of March 13, 2023.

24 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC,
25 Firm Resume.

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I. INTRODUCTION

10. An objective evaluation of the proposed settlement of Two Hundred Seventy Thousand Dollars and Zero Cents (\$270,000.00) (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Jill Sperber, Esq., an experienced mediator of wage and hour class and representative actions. After deducting any Court-approved attorneys’ fees and costs, class representative service awards, settlement administration costs, and the payments to the Labor & Workforce Development Agency (“LWDA”), the net settlement amount shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendant during the Class Period. *The Class greeted news of the Settlement with unanimous approval as, at the time of the filing of this motion, all 239 Class Members choose to participate in the Settlement.*¹ There are zero opt-outs and zero objections to the Settlement.

11. This Settlement provides substantial recovery to Class Members. Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$126,500**. This will result in an average Individual Settlement Payment of **\$529.29**, with the estimated highest gross payment being \$1,667.28. PAGA Members will receive an estimated average gross payment of \$10.46, with the estimated highest gross payment being \$32.02.

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

13. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class

¹ As of the filing date of this Motion, 4 Notices were deemed undeliverable.

Representatives and Class Counsel respectfully request this Court grant final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

14. Defendant operates community healthcare clinics which provide outpatient care, including family, maternal, and infant healthcare to its patients, including in Lassen County, California, where Plaintiffs worked. This action asserts claims on behalf of Defendant's current and former non-exempt employees employed in California. Plaintiffs worked for Defendant in various non-exempt job positions at various times during the Class Period. At all times during their employment, Plaintiffs earned hourly wage, were entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout their employment, Plaintiffs were subject to Defendant's written policies and procedures contained in, among other documents, the "Northeastern Rural Health Clinics Employee Handbook."

15. Generally, Plaintiffs claim that Defendant failed to pay Plaintiffs for all hours worked, including overtime compensation, failed to properly legally compliant meal and rest periods, failed to issue accurate wage statements, failed to reimburse for required business expenses, and failed to pay all wages when due. Defendant forcefully denies liability for each of Plaintiffs' claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, and reimbursement for all required business expenses.

16. On April 19, 2021, Plaintiff Chrestensen served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiffs' PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").

17. On June 24, 2021, Plaintiff Chrestensen filed a class action complaint in the Lassen County Superior Court (the "Action"). The Action alleged nine causes of action against Defendant for:

(1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for Required Business Expenses in Violation of Cal. Lab. Code § 2802; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code Sections § 201, 202, and 203, and (9) Violations of the Private Attorney General Act at Lab. Code §§ 2698 *et. seq.* (“Class Claims”).

18. Plaintiff Chrestensen commenced written discovery in August 2021. After Defendant responded to Plaintiff Chrestensen’s discovery requests, the Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed to informally exchange relevant documents and data points subject to the mediation privilege. Pursuant to that agreement, Defendant produced a sample of the Class Members’ time and payroll data along with itemized wage statements and relevant policies applicable to Class Members. As discussed *infra*, Plaintiffs’ counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

19. On June 13, 2022, the Parties participated in a full day mediation with highly regarded wage and hour mediator Jill Sperber, Esq. After arms-length negotiations and bargaining, the Parties reached an agreement to settle based on a Mediator’s proposal, and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties negotiated a long-form settlement agreement, which is the subject of the instant motion.

III. THE SETTLEMENT BEFORE THE COURT

20. The Court preliminarily approved an initial Gross Settlement Amount of Two Hundred Seventy Thousand Dollars and Zero Cents (\$270,000.00) based on a total of an estimated 20,000 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Class Representative Service Awards;

(3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Settlement; and (5) to satisfy the Settlement Administration Costs incurred in this action.

21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the unanimous approval of the Settlement by the Settlement Class and absence of any objections to the Settlement and the average Individual Settlement Payment of **\$529.29**.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation

22. Months before filing the Action and before adding Plaintiff Riddle, Class Counsel began its pre-filing investigation into Plaintiff Chrestensen and Plaintiff Riddle's complaints. Class Counsel's investigation started with several lengthy interviews with each Plaintiff. As part of the interview process, each Plaintiff produced documents related to her employment, including time and payroll records. At the conclusion of the interviews, Class Counsel determined that each of the Plaintiffs' complaints appeared to substantiate Plaintiffs' claim that Defendant failed to, among other things, pay for all time worked and to provide compliant meal and rest periods.

23. Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiffs' claims and Defendant's liability exposure to the Class Members. In response to Class Counsel's request, Defendant produced a sample of time records for the Class Members, aggregate workweek and pay period data for the Class Members, wage statements for the Class Members, and copies of applicable handbooks, policies, and agreements containing, *inter alia*, compensation, timekeeping and meal and rest period policies. In total, Defendant produced pertinent policy documents, a sample of time records for Class Members, and a sample of payroll data for Class Counsel to analyze.

24. Class Counsel then retained the statisticians and economists at Berger Consulting Group to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services specializing in wage and hour class actions. BCG's team of financial and

1 data analysts are credentialed and experienced experts in their fields and have provided their expertise
2 on thousands of cases. Stated differently, BCG is uniquely qualified to analyze Defendant's time and
3 payroll data.

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

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

24 27. Class Counsel only agreed to enter the Settlement following this thorough investigation
25 and evaluation of Plaintiffs' claims. Based on this investigation of the facts, applicable law, and
26 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
27 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this

Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

B. The Parties Settled At Mediation

28. On June 13, 2022, the Parties conducted a full-day mediation with Jill Sperber, Esq., an experienced mediator of wage and hour class and representative actions. Ms. Sperber helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Ms. Sperber's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluations of the damages. After more than eight hours of arm's length and adversarial negotiations, the mediation concluded with a settlement. The amount of the service awards was not negotiated until after the parties agreed to the Gross Settlement Amount and many other terms. No action would likely have been taken by Class Members individually, and no compensation would have been recovered for them, but for Plaintiffs' services on behalf of the Class.

C. Class Counsel is Experienced in Similar Litigation

29. Plaintiffs are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre (Associate Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Heming (Administrative Assistant) and Madelyn Uchiyama (Legal Assistant).

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

31. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 14 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

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

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

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

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

D. The Gross Settlement Amount is Fair and Reasonable

36. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of Two Hundred Seventy Thousand Dollars and Zero Cents (\$270,000.00) represents a discount on Defendant's potential exposure if Plaintiffs established liability on all claims and were awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award significantly less in damages than Plaintiffs' estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

37. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents approximately 16.9% of the value of the maximum potential *damages* at issue. Even when including the penalties for Plaintiff's claim for wage statement violations and waiting time penalties under *Labor Code* Sections 203 and 226, the settlement represents up to 14.5% of the maximum potential liability, assuming all of these amounts could be proved at trial.

38. This average net recovery is on par with many wage and hour class action settlements approved by California state and federal courts. *See, e.g., Palencia v. 99 Cents Only Stores*, No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (ED. Cal.) (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately \$35); and *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately \$20). Additionally, Defendant must separately fund its share of any employer side payroll taxes. Agreement, ¶ I(II).

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

E. The Strength of Plaintiff's Case and Risks of Continued Litigation

40. Although Class Counsel believes strongly in Plaintiffs' claims, it would be misguided to ignore the asserted defenses. If successful on any one its defenses, Defendant could defend the action or, at least, drastically undercut Plaintiffs' claims.

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

42. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiffs' claims and, in fact, already has.

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

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

IV. THE PENALTIES UNDER PAGA ARE REASONABLE

45. Here, the Parties negotiated a good faith PAGA Settlement in the amount of \$10,000 which is 3.7% of the Gross Settlement Amount. As illustrated above, this amount falls well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Settlement (\$7,500)

1 will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) to be
2 distributed to the PAGA Members, which is within the range of PAGA penalties approved by courts
3 and should be approved.

4 46. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
5 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
6 with the LWDA. On March 20, 2023, Plaintiffs gave the LWDA notice of this motion seeking final
7 approval of this settlement.

8 I declare under the penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. Executed this 20th day of March, 2023, at San Diego, California.

10
11 **JCL LAW FIRM, APC**

12 By: 
13 Jean-Claude Lapuyade

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LASSEN

NATALIE CHRESTENSEN, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

v.

NORTHEASTERN RURAL HEALTH
CLINICS, a California Corporation; and DOES
1-50, Inclusive,

Defendant.

Case No. 63703

[Action Filed 06/24/2021]

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

Judge: Honorable Leonard J. La Casse
Dept.: D

STIPULATION OF SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS

1 This Stipulation of Settlement of Class and PAGA Claims and Release of Claims (the
2 “Agreement”) is entered into by and between Plaintiffs NATALIE CHRESTENSEN and DELORIS
3 RIDDLE (hereinafter collectively “Plaintiffs”), individually and on behalf of the Settlement Class,
4 and in their representative capacity on behalf of the State of California and the PAGA Members, and
5 Defendant NORTHEASTERN RURAL HEALTH CLINICS, a California Corporation (hereinafter
6 “Defendant”).

7 **I. RECITALS**

8 A. On April 19, 2021, Plaintiff Chrestensen filed a Notice of Violations with the Labor
9 and Workforce Development Agency (“LWDA”) and served the same on Defendant (the “PAGA
10 Letter.”)

11 B. On June 24, 2021, Plaintiff Chrestensen filed a putative class action complaint in the
12 Lassen County Superior Court, on behalf of herself and all persons similarly situated alleging claims
13 for: (i) Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*; (ii) Failure to
14 pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (iii)
15 Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*; (iv) Failure
16 to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and
17 the applicable IWC wage order; (v) Failure to provide required rest periods in violation of California
18 Labor Code sections 226.7 and 512 and the applicable IWC wage order; (vi) Failure to provide
19 accurate itemized wage statements in violation of California Labor Code section 226 and 226.2; (vii)
20 Failure to reimburse for required expenses in violation of California Labor Code section 2802; (viii)
21 Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203;
22 and (ix) Violation of the Private Attorneys General Act (“PAGA”) in violation of Labor Code
23 sections 2698 *et seq*. (the “Lawsuit”).

24 C. Plaintiff Chrestensen intends to, simultaneous with filing of the motion to
25 preliminarily approve the settlement, file a First Amended Complaint to add Plaintiff Riddle to the
26 Lawsuit.

27 D. On June 13, 2022, the Parties participated in mediation presided over by Jill Sperber,

Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement after both sides reached an agreement to settle the Lawsuit after extensive, arms-length negotiations in a full day mediation.

E. Defendant denies that it has violated any applicable law, committed any wrong against Plaintiff or any other current or former employee, or that it has otherwise damaged Plaintiffs or any other current or former employee in any way.

F. This Agreement represents a compromise and settlement of highly disputed claims. It replaces and replaces and supersedes any other agreements, understandings, or representations between the Parties. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Lawsuit have merit or that Defendant bears any liability to Plaintiffs or any other current or former employee on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Lawsuit have merit. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class action for any reason, and reserves all available defenses to the claims in the Lawsuit.

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

II. DEFINITIONS

A. "Action" shall mean the Lawsuit, as defined above, in the matter of *Chrestensen v. Northeastern Rural Health Clinics*, Lassen County Superior Court, Case No. 63703 (hereinafter "the Action").

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Claims and Release of Claims.

C. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.

1 D. "Class Counsel Award" means the award of fees and expenses that the Court
2 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs and the Class
3 in the Action, consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement
4 Amount currently estimated to be \$90,000.00 out of \$270,000.00, plus costs and expenses of
5 \$20,000.00, and supported by declaration as to the reasonableness of attorneys' fees and costs. Class
6 Counsel's award for attorneys' fees will be allocated between Class Counsel as follows: Fifty percent
7 (50%) to the JCL Law Firm, APC; fifty percent (50%) to the Zakay Law Group, APLC.

8 E. "Class Data" means information regarding Class Members that Defendant will in
9 good faith compile from its records and provide to the Settlement Administrator. It shall be formatted
10 as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known
11 address; Social Security Number; start dates and end dates of employment.

12 F. "Class Members" or the "Class" means all employees who are or previously were
13 employed by Defendant in California and who were classified as non-exempt employees during the
14 Class Period.

15 G. "Class Period" means the period from June 24, 2017 to September 13, 2022.

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

20 I. "Class Representatives" shall mean plaintiffs NATALIE CHRESTENSEN and
21 DELORIS RIDDLE.

22 J. "Court" means the Superior Court for the State of California, County of Lassen
23 currently presiding over the Action.

24 K. "Defendant" shall mean Northeastern Rural Health Clinics, a California Corporation.

25 L. "Defendant's Counsel" shall refer to Boutin Jones Inc.

26 M. "Effective Date" means the date of entry by the Court of an order and judgment finally
27 approving this Settlement.

1 N. "Funding Date" shall mean thirty (30) calendar days after the Effective Date and is
2 the date Defendant transfers the Gross Settlement Amount into the QSF in accord with the terms of
3 this Agreement.

4 O. "Gross Settlement Amount" means Two Hundred Seventy Thousand Dollars
5 (\$270,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of
6 the sum of the Individual Settlement Payments, the Class Representative Service Awards, the Class
7 Counsel Award, PAGA Settlement and the Settlement Administration Costs and *exclusive* of the
8 employer's share of payroll tax, if any, triggered by any payment under this Settlement.

9 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
10 Amount to each Settlement Class Member and excludes any amounts distributed to PAGA Members
11 pursuant to PAGA.

12 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the
13 Class Counsel Award, Class Representative Service Award, PAGA Settlement, and Settlement
14 Administration Costs.

15 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
16 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting
17 changes to facilitate printing by the Settlement Administrator).

18 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
19 Labor Code §§ 2698 *et seq.*

20 T. "PAGA Members" shall mean all employees who are or previously were employed
21 by Defendant in California and who were classified as non-exempt employees during the PAGA
22 Period.

23 U. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA
24 Period for each PAGA Member divided by the sum total of the PAGA Pay Periods for all PAGA
25 Members during the PAGA Period.

26 V. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA
27 Member Payment, as defined herein, means the number of pay periods of employment during the

PAGA Period that each PAGA Member worked in California.

W. “PAGA Period” means the period of April 19, 2020 to September 13, 2022.

X. “PAGA Settlement” shall mean Ten Thousand Dollars (\$10,000.00) to be allocated from the Gross Settlement Amount.

Y. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either Plaintiffs or Defendant, individually.

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

AA. “Plaintiffs” shall mean plaintiff NATALIE CHRESTENSEN and DELORIS RIDDLE.

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

CC. “Released Class Claims” means all class claims alleged or that could have been alleged based on the factual allegations in the operative complaint in the Action and Plaintiff Chrestensen’s PAGA Letter, which occurred during the Class Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period, and excluding claims for PAGA penalties, which are separately released herein.

DD. “Released PAGA Claims” means all PAGA claims alleged or that could have been brought based on the factual allegations in the operative complaint in the Action and Plaintiff Chrestensen’s PAGA Letter, which occurred during the PAGA Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

EE. “Released Parties” means Defendant, as well as each of its officers, directors, members, partners, owners, shareholders, agents, managing agents, insurers, assigns, predecessors, successors, parent companies and organizations, and any other entity which Plaintiffs, individually on behalf of themselves and on behalf of all Class Members and PAGA Members, might claim are

responsible for the damages sought in the Action.

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

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

HH. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

II. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

JJ. “Workweeks,” for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.

III. TERMS AND CONDITIONS OF SETTLEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Gross Settlement Amount. In full and complete settlement of the Action, in exchange for the releases set forth below, and subject to the terms and conditions in this Agreement, Defendant will pay the Gross Settlement Amount of Two Hundred Seventy Thousand Dollars (\$270,000.00). This amount is all-inclusive of all payments contemplated in this Agreement, excluding any employer-share payroll taxes on the portion of the Net Settlement Fund allocated to wages, and except as may be payable in accordance with Paragraph III(A)(2) below. The Parties

1 agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount
2 shall revert to Defendant.

3 2. Class Size. At the time of mediation, Defendant estimated that the
4 Settlement Class was comprised of 227 individuals who collectively worked approximately 20,000
5 Workweeks (“Projected Workweeks”) during the Class Period. In the event the number of
6 workweeks during the Class Period increases by five percent (5%) or more beyond the Projected
7 Workweeks (i.e., to 21,000 or more), then Defendant shall have the option to either: (i) increase the
8 Gross Settlement Amount on a pro rata basis according to the percentage that the actual Workweeks
9 are greater than 21,000; or (ii) agree that the Class Period and PAGA Period shall only run through
10 the date on which the workweeks reach 21,000.

11 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
12 Settlement Amount to the Settlement Administrator on the Funding Date and Defendant shall pay
13 the employer-side payroll taxes owed within ten (10) days of the Settlement Administrator notifying
14 Defendant of the amount of such payment.

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

18 C. Release by the PAGA Members. As of the Funding Date, in exchange for the
19 consideration set forth in this Agreement, the Plaintiffs, the LWDA and the State of California release
20 the Released Parties from the PAGA Released Claims for the PAGA Period.

21 D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth
22 in this Agreement which includes the Class Representative Service Award, Plaintiffs waive, release,
23 acquit and forever discharge the Released Parties from any and all claims, attorneys’ fees and
24 demands, whether known or unknown, which exist or may exist on their behalf as of the date of this
25 Agreement, including but not limited to any and all tort claims, contract claims, wage claims,
26 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation
27 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy

1 claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under
2 any federal, state or other governmental statute, law, regulation or ordinance, including, but not
3 limited to, claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage
4 Orders of California's Industrial Welfare Commission, other state wage and hour laws, the
5 Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
6 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
7 Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
8 California's Whistleblower Protection Act, California Business & Professions Code Section 17200
9 *et seq.*, and any and all claims arising under any federal, state or other governmental statute, law,
10 regulation or ordinance.

11 E. Plaintiffs' Release of Unknown Claims. Plaintiffs also waive and relinquish any and
12 all claims, rights or benefits that they may have under, California Civil Code § 1542, which provides
13 as follows:

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

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

1 section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Agreement. Plaintiffs further
2 acknowledge that Plaintiffs later may discover facts different from or in addition to those Plaintiffs
3 now know or believe to be true regarding the matters released or described in this Agreement, and even
4 so Plaintiffs agree that the releases and agreements contained in this Agreement shall remain effective
5 in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs
6 expressly assume any and all risk of any mistake in connection with the true facts involved in the
7 matters, disputes, or controversies released or described in this Agreement or with regard to any facts
8 now unknown to Plaintiffs relating thereto.

9 F. Plaintiffs' Waiver of Rights Under the Age Discrimination in Employment Act.
10 Plaintiffs specifically understand and acknowledge that the Age Discrimination in Employment Act
11 of 1967, as amended (the "ADEA"), provides them the right to bring a claim against Defendant if
12 Plaintiffs believes that they have been discriminated against on the basis of age. Defendant
13 specifically denies any such discrimination. Plaintiffs understand the rights afforded to them under
14 the ADEA and agrees that they will not file any claim or action against Defendant or any of the
15 Released Parties based on any alleged violations of the ADEA. Plaintiffs hereby knowingly and
16 voluntarily waive any right to assert a claim for relief under the ADEA, including but not limited to
17 back pay, front pay, attorneys' fees, damages, reinstatement or injunctive relief. Plaintiffs are
18 advised to consult with independent legal counsel prior to executing a waiver of rights under the
19 ADEA. Plaintiffs also understand and acknowledge that the ADEA requires Defendant to provide
20 them with at least twenty-one (21) calendar days to consider this Agreement ("Consideration
21 Period") prior to its execution. Plaintiffs acknowledges that they were provided with and have used
22 the Consideration Period or, alternatively, that they elected to sign this Agreement within the
23 Consideration Period and waive the remainder of the Consideration Period. Plaintiffs also
24 understand that they are entitled to revoke this Agreement at any time during the seven (7) days
25 following their execution of this Agreement ("Revocation Period"). Plaintiffs also understand that
26 any revocation of this Agreement must be in writing and delivered to the attention of Bruce M. Timm,
27 Boutin Jones Inc., 555 Capitol Mall, Suite 1500, Sacramento, CA 95814, prior to the expiration of

the Revocation Period.

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

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

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

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

the date of nullification.

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

J. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Plaintiffs, Class Members and/or PAGA Members are not relying on any statement or representation by the Parties in this regard. Plaintiffs, Class Members and/or PAGA Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Class Representative Service Award, Individual Settlement Payments and/or PAGA Members' individual shares of the PAGA Settlement described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of the Class Representative Service Payment, Individual Settlement Payments and/or PAGA Members' individual shares of the PAGA Settlement.

K. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any

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

7 L. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file
8 with the Court a Motion for Order Granting Preliminary Approval and supporting papers (the
9 "Motion"), which shall include this Settlement Agreement. Plaintiffs will provide Defendant with a
10 draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an
11 opportunity to propose changes or additions to the Motion.

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

27 ///

N. Notice Procedure.

1. Class Data. No later than fourteen (14) 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. The Notice of Class Action Settlement shall inform Class Members and PAGA Members that they need not do anything in order to receive an Individual Settlement Payment and/or PAGA Members' individual shares of the PAGA Settlement and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or PAGA Members' individual shares of the PAGA Settlement will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or PAGA Members in exchange for an Individual Settlement Payment and/or PAGA Members' individual shares of the PAGA Settlement, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each PAGA Member's share of the PAGA Settlement, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the PAGA Members that they will release the Released PAGA Claims and will receive their share of the PAGA Settlement regardless of whether they request to be excluded from the Settlement.

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

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the

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

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

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

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

1 involving the Court.

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

24 8. Objections. The Notice of Class and PAGA Action Settlement contained in
25 the Notice Packet shall state that Class Members who wish to object to the Settlement may submit
26 to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the
27 Response Deadline. The postmark date of mailing shall be deemed the exclusive means for

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

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

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

1 Payment Ratios.

2 2. Calculation of Individual Payments to the PAGA Members. Using the Class
3 Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all PAGA
4 Members during the PAGA Period. The respective PAGA Pay Periods for each PAGA Member will
5 be divided by the total PAGA Pay Periods for all PAGA Members, resulting in the “PAGA Payment
6 Ratio” for each PAGA Member. Each PAGA Member’s PAGA Payment Ratio will then be
7 multiplied by the PAGA Member Payment to calculate each PAGA Member’s estimated share of
8 the PAGA Settlement.

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

14 4. Allocation of PAGA Member Payments. For tax purposes, PAGA Member
15 Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS
16 Form 1099.

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

26 6. All monies received by Settlement Class Members under the Settlement which
27 are attributable to wages shall constitute income to such Settlement Class Members solely in the year in

1 which such monies actually are received by the Settlement Class Members. It is the intent of the Parties
2 that Individual Settlement Payments and individual shares of the PAGA Settlement provided for in this
3 Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members
4 and/or PAGA Members in connection with this Settlement Agreement, with the exception of Plaintiffs,
5 and that the Settlement Class Members and/or PAGA Members are not entitled to any new or additional
6 compensation or benefits as a result of having received the Individual Settlement Payments and/or their
7 shares of the PAGA Settlement.

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

11 8. Expiration. Any checks issued to Settlement Class Members and PAGA
12 Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of
13 their issuance. If a Settlement Class Member and/or PAGA Member does not cash their settlement
14 check within 90 days, the Settlement Administrator will send a letter to such persons, advising that
15 the check will expire after the 180th day, and invite that Settlement Class Member and/or PAGA
16 Member to request reissuance in the event the check was destroyed, lost or misplaced. In the event
17 an Individual Settlement Payment and/or PAGA Member's individual share of the PAGA Settlement
18 check has not been cashed within one hundred and eighty (180) days, all funds represented by such
19 uncashed checks, plus any interest accrued thereon, shall be distributed consistent with California
20 Code of Civil Procedure Section 384 as follows: to Capitol Pro Bono. Neither Class Counsel,
21 Defendant's Counsel, nor any of the Parties, have any interest, pecuniary or otherwise, in Capitol
22 Pro Bono.

23 9. Class Representative Service Award. In addition to the Individual Settlement
24 Payments and the individual shares of the PAGA Settlement to be paid to Plaintiffs, Plaintiffs will
25 apply to the Court for an award of not more than \$15,000.00, with \$10,000.00 allocated to Plaintiff
26 Chrestensen and \$5,000.00 allocated to Plaintiff Riddle, as the Class Representative Service Awards.
27 Defendant does not presently intend to oppose a Class Representative Service Award of not more

1 than \$15,000.00 for Plaintiffs. The Settlement Administrator shall pay the Class Representative
2 Service Awards, either in the amount stated herein if approved by the Court or some other amount
3 as approved by the Court, to Plaintiffs from the Gross Settlement Amount no later than fifteen (15)
4 calendar days after the Funding Date. Any portion of the requested Class Representative Service
5 Awards that is not awarded to the Class Representative shall be part of the Net Settlement Amount
6 and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement
7 Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Class Representative
8 Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes
9 on their Class Representative Service Awards and shall hold harmless the Released Parties from any
10 claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service
11 Awards. The Class Representative Service Awards shall be in addition to Plaintiffs' Individual
12 Settlement Payments as Settlement Class Members. Approval of this Settlement shall not be
13 conditioned on Court approval of the requested amount of the Class Representative Service Awards.
14 In the event that the Court reduces or does not approve the requested Class Representative Service
15 Awards, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding.

16 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
17 attorneys' fees not to exceed one-third of the Gross Settlement Amount, currently estimated to be
18 Ninety Thousand Dollars (\$90,000.00), plus costs and expenses supported by declaration not to
19 exceed Twenty Thousand Dollars (\$20,000.00), from the Gross Settlement Amount will be filed.
20 Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part
21 of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in
22 this Agreement. The Settlement Administrator shall allocate and pay the Class Counsel Award to
23 Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days the Funding
24 Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment
25 made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
26 MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or
27 does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the

right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Settlement. Ten Thousand Dollars (\$10,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$7,500.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA Settlement (\$2,500.00) will be distributed to the PAGA Members as described in this Agreement (hereinafter “PAGA Member Payment”). For purposes of distributing the PAGA Settlement to the PAGA Members, each PAGA Member shall receive their pro-rata share of the PAGA Member 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 \$8,500.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

P. Defendant’s Option to Revoke Settlement. Defendant has the right to revoke the Settlement and Defendant shall have the option to terminate this Settlement if, after the Response Deadline, the number of Settlement Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least ten percent (10%) of all Settlement Class Members. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within five (5) calendar days after (i) providing the Class Data to the Settlement Administrator or (ii) the Settlement Administrator provides information regarding opt outs (which can occur no later than fourteen (14) calendar days after the Response Deadline), and (b) pay all Settlement Administration Costs incurred up to the date or as result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

Q. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment (“Final Approval

1 Motion”), within twenty-eight (28) days following the expiration of the Response Deadline, which
2 motion shall request final approval of the Settlement and a determination of the amounts payable for
3 the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the
4 Settlement Administration Costs. Plaintiffs will provide Defendant with a draft of the Final Approval
5 Motion at least 3 business days prior filing to give Defendant an opportunity to propose changes or
6 additions.

7 1. Declaration by Settlement Administrator. No later than fourteen (14) days
8 after the Response Deadline, the Settlement Administrator shall submit a declaration in support of
9 Plaintiffs’ Final Approval Motion detailing the number of Notice Packets mailed and re-mailed to
10 Class Members, the number of undeliverable Notice Packets, the number of timely requests for
11 exclusion, the number of objections received, the amount of the average Individual Settlement
12 Payment and highest Individual Settlement Payment, the Settlement Administration Costs, and any
13 other information as the Parties mutually agree or the Court orders the Settlement Administrator to
14 provide.

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

18 N. Cooperation. The Parties and their counsel will cooperate with each other and use
19 their best efforts to implement and obtain approval from the Court of the Settlement.

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

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

25 Q. Entire Agreement. This Agreement, including any attached Exhibits, constitute the
26 entire Agreement among the Parties, and no oral or written representations, warranties or
27 inducements have been made to any Party concerning this Agreement or its Exhibits other than the

1 representations, warranties and covenants contained and memorialized in this Agreement and its
2 Exhibits.

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

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

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

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

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

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

X. 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.

Y. 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.

Z. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant, regardless of whether Plaintiffs or Class Counsel are currently aware of any facts or legal theories upon which any claims or causes of action could be brought against the Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

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

///

1 BB. No Admissions by the Parties. Nothing contained in this Agreement and no
2 documents referred to and no action taken to carry out this Agreement may be construed or used as
3 an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack
4 thereof of the claims asserted in the Action. Other than as may be specifically set forth herein, each
5 Party shall be responsible for and shall bear its/her own attorneys' fees and costs.

6 IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFFS:
7

8 DATED: Jul 27, 2022
9


Natalie Chrestensen (Jul 27, 2022 08:52 PDT)

NATALIE CHRESTENSEN

10 DATED: Jul 26, 2022
11


Deloris Riddle (Jul 26, 2022 20:56 PDT)

DELORIS RIDDLE

12 IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANT:
13

14 DATED: _____
15

NORTHEASTERN RURAL HEALTH CLINICS

16 _____
17 By: Michael Schaub, CEO
18
19
20
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26
27

1 BB. No Admissions by the Parties. Nothing contained in this Agreement and no
2 documents referred to and no action taken to carry out this Agreement may be construed or used as
3 an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack
4 thereof of the claims asserted in the Action. Other than as may be specifically set forth herein, each
5 Party shall be responsible for and shall bear its/her own attorneys' fees and costs.

6
7 IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFFS:

8
9 DATED: _____

NATALIE CHRESTENSEN

10
11 DATED: _____

DELORIS RIDDLE

12
13 IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANT:

14
15 DATED: 8-12-22

NORTHEASTERN RURAL HEALTH CLINICS

16 
17 By: Michael Schaub, CEO

EXHIBIT A

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

(Chrestensen v. Northeastern Rural Health Clinics, Lassen County Superior Court Case No. 63703)

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

You are receiving this Notice because a proposed settlement (the “Settlement”) has been reached by the parties in the above-captioned class action and Private Attorney General Act (“PAGA”) lawsuit, and Northeastern Rural Health Clinics’ (“Defendant”) records indicate that you are one of the individuals who fall within the group of individuals entitled to receive a settlement payment. The purpose of this Notice is to inform you about the Settlement and your legal rights under the Settlement.

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 Lassen (the “Court”) has been reached between Plaintiffs Natalie Chrestensen (“Plaintiff Chrestensen”) and Deloris Riddle (“Plaintiff Riddle”) (collectively “Plaintiffs”) and Defendant Northeastern Rural Health Clinics, 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 employees who are or previously were employed by Defendant in California and who were classified as non-exempt employees during the Class Period.

The “Class Period” is the period of time running from June 24, 2017 to September 13, 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 June 24, 2021, Plaintiff Chrestensen filed a Complaint against Defendant in the Superior Court of the State of California, County of Lassen. Plaintiff Chrestensen 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 Sections 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 and 226.2; (g) failed to reimburse employees for required business 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) violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*]. On XXX, Plaintiff Chrestensen filed a First Amend Complaint (“FAC”) adding Deloris Riddle as a named Plaintiff in the Action.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due to them

at the time of their terminations; that Defendant fully reimbursed members of the class for all required business expenses; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the damages and penalties claimed or that could be claimed in the Action.

On June 13, 2022, the Parties participated in an all-day mediation presided over by Jill Sperber, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement after both sides reached an agreement to settle the Action after extensive, arms-length negotiations in a full day mediation. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives and the law firms of Zakay Law Group, APC and JCL Law Firm, 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 Two Hundred Seventy Thousand Dollars (\$270,000) (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 Payments to the Plaintiffs.

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 \$8,500, 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 \$90,000.00) and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00 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 Plaintiffs 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 Payments. Class Representative Service Payments of up to Ten Thousand Dollars (\$10,000.00) for Plaintiff Chrestensen and Five Thousand Dollars (\$5,000.00) for Plaintiff Riddle, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$10,000 relating to Plaintiffs’ claim under the Private Attorneys General Act (“PAGA”), \$7,500.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (the “LWDA Payment”), and the remaining \$2,500.00 of which will be distributed to PAGA Members as the PAGA Member Payment.
- 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 Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek.

- Calculation of PAGA Penalties Payments to PAGA Members. The PAGA Member Payment shall be distributed to PAGA Members irrespective of whether they exclude themselves or opt-out. The PAGA Member Payment will be divided by the total number of pay periods worked by all PAGA Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Member during the PAGA Period. “PAGA Members” means all employees who are or previously were employed by Defendant in California and who were classified as non-exempt employees during the PAGA Period. The PAGA Period means the period of April 19, 2020 to September 13, 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 ensure you receive your payment.

Tax Matters. 20% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 80% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Members, and each PAGA Member 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 Notice to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs 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 are defined as all class claims alleged or that could have been alleged based on the factual allegations in the operative complaint in the Action and Plaintiff Chrestensen’s PAGA Letter, which occurred during the Class Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period, and excluding claims for PAGA penalties, which are separately released herein. 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 PAGA Members 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” are defined as all PAGA claims alleged or that could have been brought based on the factual allegations in the operative complaint in the Action and Plaintiff Chrestensen’s PAGA Letter, which occurred during the PAGA Period, and expressly excluding claims for vested

benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> work-weeks worked during the Class Period (June 24, 2017 to September 13, 2022).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (April 19, 2020 to September 13, 2022).

Based on this information, your estimated Settlement 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," if you are also a PAGA Member, 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 PAGA Member Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. 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 *Chrestensen v. Northeastern Rural Health Clinics*, Case No. 63703." 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 *Chrestensen v. Northeastern Rural Health Clinics*, Case No. 63703. 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 Dr., Ste. 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 Dr., Ste. 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com

Counsel for Defendant:

Bruce M. Timm, Esq.
Kimberly A. Lucia, Esq.
Andrew M. Ducart, Esq.
Boutin Jones, Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814
Tel: (916) 321-4444
Fax: (916) 441-7597
Email: btimm@boutinjones.com
klucia@boutinjones.com
aducart@boutinjones.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 Lassen County Superior Court, Department D, located at 2610 Riverside Drive, Suite C204, Susanville, CA 961306, before Judge Leonard J. La Casse. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at _____ or write to *Chrestensen v. Northeastern Rural Health Clinics*, Case No. 63703, 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 Zakay Law Group, APLC, 5440 Morehouse Dr., Ste. 3600, San Diego, CA 92121 or by visiting the website page provided above.

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: \$<< <u> </u> >>. See the explanation below. Your estimated PAGA Settlement Share is: \$<< <u> </u> >>. 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 above. In exchange for the settlement payment, you will release claims against the Defendant as detailed above.
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 above. If you request exclusion, you will receive no money from the Settlement, except, if you are also a PAGA Member, you will still receive a share of the PAGA Member Payment. Instructions are set forth above.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided above.

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 Capitol Pro Bono. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Superior Court of California, County of Lassen
Chrestensen v. Northeastern Rural Health Clinics, et al
Lassen County Superior Court Case No. 63703

REQUEST FOR EXCLUSION

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

I. PERSONAL INFORMATION

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last 4 Digits of Social Security Number: _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Chrestensen v. Northeastern Rural Health Clinics, et al.*, Case No. 63703, filed in the Superior Court of California, County of Lassen. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Notice, except, if I am also a PAGA Member, I will still receive my pro rata share of the PAGA Member Payment.

III. MAILING INSTRUCTIONS

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

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT 2

FILED

Clerk of the Superior Court
County of Lassen

DEC 08 2022

By

DEPUTY CLERK

JCL LAW FIRM, APC

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

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Juliann Alvarado (State Bar #3374727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
juliann@zakaylaw.com

Attorneys for Plaintiffs

**FILE BY
FAX**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LASSEN

NATALIE CHRESTENSEN; DELORIS
RIDDLE, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

v.

NORTHEASTERN RURAL HEALTH
CLINICS, a California Corporation; and
DOES 1-50, Inclusive;

Defendants.

Case No. 63703

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

Date: November 8, 2022

Time: 9:00 a.m.

Dept.: 2

1 This matter having come before the Superior Court of the State of California, in and for the
2 County of Lassen, at 9.00 a.m. on November 8, 2022, with Jean-Claude Lapuyade, Esq., of the JCL
3 LAW FIRM, APC, and Shani O. Zakay, Esq. of the ZAKAY LAW GROUP, APLC, as counsel for
4 plaintiffs NATALIE CHRESTENSEN and DELORIS RIDDLE ("Plaintiffs"), and Bruce M. Timm,
5 Esq., Kimberly A. Lucia, Esq., and Andrew M. Ducart, Esq., of Boutin Jones, Inc. appearing for
6 defendant NORTHEASTERN RURAL HEALTH CLINICS ("Defendant"). The Court, having
7 carefully considered the briefs, argument of counsel and all the matters presented to the Court, and
8 good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class and
9 PAGA Action Settlement.

10 **IT IS HEREBY ORDERED:**

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

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

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is Two Hundred Seventy Thousand Dollars (\$270,000.00). It appears to the Court
20 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
21 Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arm's-length negotiations.

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

7 5. Plaintiffs seeks a Class Counsel Award not to exceed one-third of the Gross Settlement
8 Amount, currently estimated to be Ninety Thousand Dollars (\$90,000.00), plus costs and expenses not
9 to exceed Twenty Thousand Dollars (\$20,000.00), and proposed Class Representative Service Award
10 to the Class Representatives, Natalie Chrestensen and Deloris Riddle, in an amount not to exceed
11 Fifteen Thousand Dollars (\$15,000.00), with Ten Thousand Dollars (\$10,000) allocated to Plaintiff
12 Chrestensen and Five Thousand Dollars (\$5,000) allocated to Plaintiff Riddle. While these awards
13 appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award
14 or the Class Representative Service Award until the Final Approval Hearing.

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

19 "All employees who are or previously were employed by Defendant in
20 California and who were classified as non-exempt employees during the
21 Class Period [June 24, 2017, to September 13, 2022]."

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

1 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
2 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
3 qualified to act as counsel for the Class Representatives in their individual capacities and as the
4 representative of the Class Members.

5 8. The Court provisionally appoints plaintiffs NATALIE CHRESTENSEN and DELORIS
6 RIDDLE as the representatives of the Class.

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

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

19 11. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. Within
20 fourteen (14) business days after the Preliminary Approval Date, Defendant shall provide to the
21 Settlement Administrator the Class Data, including information regarding Class Members that
22 Defendant will in good faith compile from its records, including each Class Member's full name; last
23 known address; Social Security Number; and start dates and end dates of employment. Within fourteen
24 (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall
25 mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail using its best
26 judgment to determine the current mailing address for each Class Member.

27 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
28

1 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
2 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
3 the Settlement of the Released Class Claims that are set forth in the Notice Packet. All requests for
4 exclusion must be postmarked or received by the Response Deadline which is forty-five (45) days after
5 the date the Notice Packet is mailed to the Class Members or, in the case of a re-mailed Notice Packet,
6 not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to
7 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
8 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
9 comment thereon. Class Members who have not requested exclusion shall be bound by all
10 determinations of the Court, the Agreement, and Judgment. A request for exclusion may only opt out
11 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
12 individuals is not permitted and will be deemed invalid.

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

19 14. A final approval hearing shall be held before this Court on April 13 at
20 10 AM in Department 2 of the Lassen County Superior Court to determine all necessary matters
21 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
22 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
23 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
24 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
25 to the Class; and to finally approve the Class Counsel Award, Class Representative Service Award, and
26 the Settlement Administration Costs. All papers in support of the Motion for Final Approval shall be
27 filed with the Court and served on all counsel no later than twenty-eight (28) calendar days following

1 the expiration of the Response Deadline.

2 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
3 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
4 evidence of, or used against Defendant as an admission or indication in any way, including with respect
5 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth
6 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
7 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
8 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as
9 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
10 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
11 liability, fault, wrongdoing, omission, concession or damage.

12 16. In the event the Settlement does not become effective in accordance with the terms of the
13 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
14 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
15 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
16 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
17 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
18 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

19 17. Pending final determination of whether the Settlement should be approved, Class
20 Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting,
21 intervening in, instigating or in any way participating in the commencement or prosecution of any
22 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
23 any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a
24 timely request for exclusion pursuant to the Agreement.

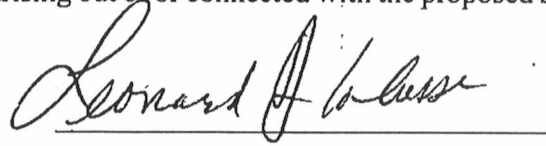
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27 ///

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

4
5 Dated: 12/8/22



JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

Natalia Michele

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, October 6, 2022 1:33 PM
To: Natalia Michele
Subject: Thank you for your Proposed Settlement Submission

10/06/2022 01:32:24 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Chrestensen v. Northeaster (002-205)							
03/04/2021	No	Jean Claude Lapuyade	Fact Investigation - Intake w/ PC	550.00	0:48	440.00	440.00
03/05/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents	550.00	1:54	1,045.00	1,485.00
03/09/2021	No	Jean Claude Lapuyade	Legal Research - Employee File Demand Statutes	550.00	1:18	715.00	2,200.00
03/09/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Employee File Demand	550.00	1:00	550.00	2,750.00
03/11/2021	No	Jean Claude Lapuyade	Legal Research - Meal, Rest, 226 and Off the Cock Claims	550.00	3:00	1,650.00	4,400.00
03/25/2021	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re Timeline	550.00	1:30	825.00	5,225.00
03/26/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Claim Analysis and Timeline Status Letter	550.00	0:18	165.00	5,390.00
03/31/2021	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Statutes and Case Law)	550.00	1:42	935.00	6,325.00
04/08/2021	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice Letter	550.00	2:00	1,100.00	7,425.00
04/09/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re LWDA Notice	550.00	0:36	330.00	7,755.00
04/13/2021	No	Jean Claude Lapuyade	Pleadings - Finalized LWDA Notice	550.00	0:54	495.00	8,250.00
05/28/2021	No	Jean Claude Lapuyade	Pleadings - Drafted. Revise and Edited Complaint	550.00	1:18	715.00	8,965.00
06/16/2021	No	Jean Claude Lapuyade	Pleadings - Revised and Edited Complaint	550.00	0:42	385.00	9,350.00
06/18/2021	No	Jean Claude Lapuyade	Case Managenert - TCW Client Re Complaint	550.00	0:42	385.00	9,735.00
06/22/2021	No	Jean Claude Lapuyade	Drafted CMS	550.00	1:00	550.00	10,285.00
06/23/2021	No	Jean Claude Lapuyade	Pleading - Finalized Complaint	550.00	0:36	330.00	10,615.00
08/20/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited (RFP Set 1)	550.00	1:48	990.00	11,605.00
08/20/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited SI (Set 1)	550.00	1:54	1,045.00	12,650.00
08/24/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Edited and Revised RFA (Set 1)	550.00	1:18	715.00	13,365.00
11/29/2021	No	Jean Claude Lapuyade	Discovery - Drafted M&C Letter Re SI (Set 1)	550.00	2:48	1,540.00	14,905.00
03/08/2022	No	Jean Claude Lapuyade	Case Management - Drafted Stip to Continue	550.00	1:06	605.00	15,510.00
04/05/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	15,785.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
04/11/2022	No	Jean Claude Lapuyade	Fact Investigation - Class Member Interview	550.00	0:48	440.00	16,225.00
04/16/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC RE Mediation	550.00	0:48	440.00	16,665.00
04/27/2022	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client	550.00	1:48	990.00	17,655.00
05/03/2022	No	Jean Claude Lapuyade	Fact Investigation - Intake and Reviewed Client Docs for client Riddle	550.00	2:24	1,320.00	18,975.00
05/22/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE Mediation data	550.00	0:30	275.00	19,250.00
06/13/2022	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	8:00	4,400.00	23,650.00
06/16/2022	No	Jean Claude Lapuyade	Settlement - Drafted SAR Documents, Notice\, Request for Exclusion	550.00	1:36	880.00	24,530.00
06/16/2022	No	Jean Claude Lapuyade	Settlement - Drafted SAR	550.00	3:42	2,035.00	26,565.00
06/16/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from administrator re admin bid.	550.00	0:24	220.00	26,785.00
06/17/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Settlement Agreement	550.00	1:18	715.00	27,500.00
07/06/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from re MTC extension pending settlement negotiations.	550.00	0:18	165.00	27,665.00
07/06/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OPC Re MTC Extension	550.00	0:36	330.00	27,995.00
07/07/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Settlement Agreement	550.00	0:24	220.00	28,215.00
07/08/2022	No	Jean Claude Lapuyade	Drafted FAC to add 2nd Plaintiff.	550.00	0:48	440.00	28,655.00
07/08/2022	No	Jean Claude Lapuyade	Drafted Stip to Amend	550.00	0:30	275.00	28,930.00
07/11/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Stip to Amend, Class Notice and Exclusion Form	550.00	2:06	1,155.00	30,085.00
07/17/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Long Form Per Defense Comments	550.00	1:18	715.00	30,800.00
07/17/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Re Long Form	550.00	0:18	165.00	30,965.00
07/25/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Long Form	550.00	0:54	495.00	31,460.00
07/26/2022	No	Jean Claude Lapuyade	Emails to/from OC re Stip to Amend and FAC.	550.00	0:24	220.00	31,680.00
07/27/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Settlement	550.00	0:30	275.00	31,955.00
07/29/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC re Stip to Amend and FAC.	550.00	0:18	165.00	32,120.00
08/02/2022	No	Jean Claude	Settlement - Revised and Edited Stip to Amend	550.00	1:54	1,045.00	33,165.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade	and FAC				
08/16/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE Long Form	550.00	0:18	165.00	33,330.00
08/21/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re FAC	550.00	0:18	165.00	33,495.00
09/06/2022	No	Sydney Castillo-Johnson	Legal research - meal, rest, overtime claims for MPA	300.00	2:30	750.00	34,245.00
09/06/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed, Revised and Edited MPA	550.00	1:48	990.00	35,235.00
09/07/2022	No	Sydney Castillo-Johnson	Legal research - rounding and business expenses for MPA	300.00	2:14	670.00	35,905.00
09/08/2022	No	Sydney Castillo-Johnson	Law and Motion - draft MPA	300.00	6:36	1,980.00	37,885.00
10/04/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	550.00	0:24	220.00	38,105.00
10/05/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed, Revised and Finalized MPA	550.00	2:12	1,210.00	39,315.00
10/11/2022	No	Jean Claude Lapuyade	Case Management - R&R Joint Report	550.00	0:18	165.00	39,480.00
10/11/2022	No	Jean Claude Lapuyade	Case Management - R&R Joint Report	550.00	0:18	165.00	39,645.00
10/20/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Court's Tentative Reset Hearing	550.00	0:12	110.00	39,755.00
12/08/2022	No	Jean Claude Lapuyade	Law and Motion - Prepared for and Attended MPA Hearing	550.00	2:30	1,375.00	41,130.00
12/13/2022	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Process Server Re MPA Order	550.00	0:24	220.00	41,350.00
12/13/2022	No	Jean Claude Lapuyade	Settlement - Correspondence to Admin Re Timeline	550.00	0:30	275.00	41,625.00
12/29/2022	No	Jean Claude Lapuyade	Settlement - R&R Class Website	550.00	0:30	275.00	41,900.00
12/29/2022	No	Jean Claude Lapuyade	Settlement - R&R Timeline and Preliminary Calculations	550.00	1:12	660.00	42,560.00
01/07/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice and Mailing	550.00	0:24	220.00	42,780.00
01/10/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice Mailing	550.00	0:12	110.00	42,890.00
02/01/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:30	275.00	43,165.00
02/06/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Notice Report	550.00	0:30	275.00	43,440.00
02/21/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:24	220.00	43,660.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
03/03/2023	No	Jean Claude Lapuyade	Law and Motion - R&R P&S ISO Final Approval	550.00	2:24	1,320.00	44,980.00
03/07/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Dec ISO Final	550.00	0:42	385.00	45,365.00
03/07/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Motion for Fees	550.00	1:48	990.00	46,355.00
Total for Chrestensen v. Northeaster (002-205)					89:26	\$46,355.00	

EXHIBIT 6

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Chrestensen v. Northeaster (002-205)								
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	Client costs deferred	-Split-	54.50	54.50
04/30/2021	Journal Entry	Apr. 2022 Postage		Postage for Apr. 2021	Client costs deferred	-Split-	13.92	68.42
05/31/2021	Journal Entry	May 2021 Postage		Copies for May 2021	Client costs deferred	-Split-	1.10	69.52
08/31/2021	Journal Entry	August 2021 Postage		Postage for Aug 2021	Client costs deferred	-Split-	2.24	71.76
08/31/2021	Journal Entry	August 2021 Postage		Copies for Aug 2021	Client costs deferred	-Split-	0.90	72.66
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	Client costs deferred	-Split-	0.60	73.26
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	Client costs deferred	-Split-	0.90	74.16
11/30/2021	Journal Entry	Nov 2021 Postage		Postage for Nov 2021	Client costs deferred	-Split-	1.26	75.42
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	Client costs deferred	-Split-	0.10	75.52
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	Client costs deferred	-Split-	2.20	77.72
03/31/2022	Journal Entry	Mar 2022 Postage		Postage for Mar 2022	Client costs deferred	-Split-	3.52	81.24
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	Client costs deferred	-Split-	0.80	82.04
05/18/2022	Check	2831	Judicate West	Invoice Number 557087 - re: Mediation	Client costs deferred	US Bank-Checking - 4270	3,125.00	3,207.04
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	Client costs deferred	-Split-	0.30	3,207.34
05/31/2022	Journal Entry	May 2022 Postage		Postage for May 2022	Client costs deferred	-Split-	0.53	3,207.87
06/28/2022	Check	2870	Berger Consulting Group	Inv. 6278	Client costs deferred	US Bank-Checking - 4270	100.00	3,307.87
06/28/2022	Check	2869	Berger Consulting Group	Inv. 6278	Client costs deferred	US Bank-Checking - 4270	800.00	4,107.87
06/30/2022	Journal Entry	June 2022 Postage		Postage for June 2022	Client costs deferred	-Split-	0.53	4,108.40
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	Client costs deferred	-Split-	0.35	4,108.75
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	Client costs deferred	-Split-	1.90	4,110.65
07/31/2022	Journal Entry	July 2022 Postage		Postage for July 2022	Client costs deferred	-Split-	2.49	4,113.14
09/02/2022	Check	2947	Knox Attorney Services, Inc.	Invoice No. 4377471- Filing Fee Re: First Amended Complaint, Proof of Service	Client costs deferred	US Bank-Checking - 4270	162.75	4,275.89
09/02/2022	Check	2947	Knox Attorney Services, Inc.	Invoice No. 4376741 - Filing Fee Re: Stipulation and (Proposed) Order for Leave to File First	Client costs deferred	US Bank-Checking - 4270	205.70	4,481.59
10/31/2022	Journal Entry	Oct. 2022 Postage		Copies for October 2022	Client costs deferred	-Split-	0.10	4,481.69
11/08/2022	Check	3012	Knox Attorney Services, Inc.	Invoice No. 4382949 - Filing Fee Re: Joint Case Managment Conference Statement; Proof of Service	Client costs deferred	US Bank-Checking - 4270	162.75	4,644.44
12/08/2022	Check	3047	Knox Attorney Services, Inc.	Inv. 4382949	Client costs deferred	US Bank-Checking - 4270	162.75	4,807.19
Total for Chrestensen v. Northeaster (002-205)							\$4,807.19	
TOTAL							\$4,807.19	

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);