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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JESSICA HERRIGAN, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CHILDREN'S SPECIALISTS OF SAN
DIEGO, A MEDICAL GROUP, INC., a
California Corporation; and DOES 1-50,
Inclusive;

Defendants.

Case No. 37-2021-00014044-CU-OE-CTL

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

Date: December 2, 2022

Time: 9:00 a.m.

Judge: Hon. Joel Wohlfeil

Dept.: 73

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff JESSICA HERRIGAN, (hereafter "Plaintiff") in this wage and hour class action filed against
6 CHILDREN'S SPECIALISTS OF SAN DIEGO, A MEDICAL GROUP, INC. (hereinafter
7 "Defendant").

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

11 3. Attached hereto as **Exhibit "A"** are true and correct copies of the fully executed
12 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter
13 "Agreement").

14 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the conformed July 25, 2022,
15 Preliminary Approval Order.

16 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the June 15, 2022, proof of
17 filing the proposed Settlement with the LWDA.

18 6. Attached hereto as **Exhibit "D"** is true and correct copy of the November 4, 2022, proof
19 of filing this motion seeking final approval of this Settlement.

20 7. Attached hereto as **Exhibit "E"** is a true and correct copy of the JCL Law Firm, APC's
21 "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for
22 this matter as of November 4, 2022. As shown in detail in the attached transaction summary, the JCL
23 Law Firm, APC, incurred a total of \$5,041.01 in litigation costs prosecuting this action. These costs
24 are exclusive of the costs incurred by co-counsel Zakay Law Group, APLC.

25 8. Attached hereto as **Exhibit "F"** is a true and correct copy of the JCL Law Firm, APC's
26 "Time and Billing Journal" detailing the JCL Law Firm APC's total hours and fees for this matter as of
27 November 4, 2022. Each entry was made contemporaneously and in the ordinary course of the JCL
28

1 Law Firm, APC's usual course of business. The attached Time and Billing Journal shows that the JCL
2 Law Firm, APC billed a total of 138.2 hours for a total of \$76,010.00 successfully litigating this action.

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

6 **I. CLASS COUNSEL'S DECLARATION IN SUPPORT OF PLAINTIFF'S REQUEST**
7 **FOR AN ORDER GRANTING FINAL APPROVAL**

8 **A. INTRODUCTION**

9 10. An objective evaluation of the proposed settlement of \$550,000.00 ("Gross Settlement
10 Amount") confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable.
11 The Settlement is a product of informed, adversarial, and non-collusive negotiations, between
12 experienced counsel, guided by the wisdom and experience of Hon. Steven Denton (Ret.), a respected
13 jurist and mediator. After deducting any Court-approved attorneys' fees and costs, class representative
14 incentive payments, administration costs, and payments to the Labor & Workforce Development
15 Agency ("LWDA"), the Net Settlement Amount shall be distributed to the Settlement Class Members
16 based on the number of Workweeks they worked while employed by Defendant during the Class Period.
17 *The Settlement Class greeted news of the Settlement with overwhelming approval as 100% of the*
18 *Settlement Class chose to participate in the Settlement.* There are zero opt-outs and zero objections to
19 the Settlement. The unanimous approval by the Settlement Class evidences the clear fairness and
20 reasonableness of the Settlement.

21 11. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement
22 Amount of approximately **\$308,666.67**, an average Individual Settlement Payment of **\$2,128.74**, high
23 payment of **\$5,617.02**, and a low payment of **\$22.47**. Aggrieved Employees will receive an estimated
24 average gross payment of **\$60.24**, a high payment of **\$89.32**, and a low payment of **\$1.65**.

25 12. The relief offered by the Settlement is immediate and is particularly impressive when
26 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
27

1 *infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement approval
2 under California law and falls well within the range of reasonableness.

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

7 **B. OVERVIEW OF THE LITIGATION**

8 14. Defendant provides medical services and specializes in postpartum medical care to high-
9 risk patients. Defendant operates a facility in San Diego, where Plaintiff worked. This action asserts
10 claims on behalf of Defendant's non-exempt employees who are or previously were employed in
11 California. Plaintiff has worked for Defendant as a non-exempt employee in California since October
12 of 2015. Throughout her employment, Plaintiff was subject to Defendant's written policies and
13 procedures contained in, among other documents, the "Meal and Rest Period Policy" and
14 "Timekeeping" policy.

15 15. Generally, Plaintiff claims that Defendant failed to pay for all hours worked, failed to
16 provide compliant meal and rest periods, failed to furnish accurate itemized wage statements, and failed
17 to reimburse for required business expenses. Defendant forcefully denies liability for each of Plaintiff's
18 claims and asserts that it fully complied with all applicable employment laws.

19 16. On January 21, 2021, Plaintiff served Defendant and the Labor and Workforce
20 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
21 Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions
22 of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and
23 of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
24 Code sections 2698 *et seq.* ("PAGA").

25 17. On March 30, 2021, Plaintiff filed a class and representative action complaint in the San
26 Diego Superior Court, Case Number 37-2021-00014044-CU-OE-CTL ("Class Action"). The Class
27 Action alleged eight causes of action against Defendant for: (1) Unfair Competition in Violation of
28

1 California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation
2 of California Labor Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation
3 of California Labor Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of
4 Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab.
5 Code §§ 226.7 and 512; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal.
6 Lab. Code §226; (7) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab.
7 Code § 2892; and (8) Violations of the Private Attorneys General Act at Labor Code §§ 2698, *et seq.*
8 (“Class Claims”).

9 18. Plaintiff commenced written discovery in May 2021. Defendant commenced written
10 discovery in June 2021. After answering each party’s respective written discovery, the Parties agreed
11 to mediate the Action. To prepare for mediation, the Parties agreed to informally produce additional
12 documents and data points subject to the mediation privilege, including but not limited to, the Class
13 Members’ time data and certain payroll data points. As discussed *infra*, Plaintiff’s counsel retained the
14 forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

15 19. On January 18, 2022, the Parties participated in a full day mediation presided over by
16 Hon. Steven Denton (Ret.), a highly regarded jurist and mediator. After arms-length negotiations and
17 bargaining, the Parties reached an agreement to settle and signed a Memorandum of Understanding.
18 After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement
19 agreement, which is the subject of the instant motion.

20 20. The Court preliminarily approved a Gross Settlement Amount of \$550,000.00 on July 25,
21 2022. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments; (2)
22 to satisfy the Class Representative Service Award; (3) to satisfy the Class Counsel Award; (4) to satisfy
23 the PAGA Settlement; and (5) to satisfy the Settlement Administration Costs incurred in this action.

24 21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
25 the class and should be granted final approval. This is evidenced by the unanimous approval of the
26 Settlement by the Settlement Class and absence of any objections to the Settlement.
27

1 22. Further supporting final approval, the average Individual Settlement Payment of
2 \$2,128.74 is comparable to settlement payments in similar wage and hour class actions. This result is
3 particularly favorable considering that liability and certification were far from certain. Given the
4 complexities of this case, the defenses asserted, the uncertainty of class certification, along with the
5 uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and
6 should be granted final approval.

7 **C. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

8 (a) Adequate Investigation

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

14 24. Class Counsel subsequently requested Plaintiff's employee file from Defendant. In
15 response, Defendant produced hundreds of pages of documents, including but not limited, copies of
16 Plaintiff's hiring documents, payroll and time records, and performance reviews. Class Counsel
17 reviewed and analyzed the documents and determined the documents appeared to substantiate
18 Plaintiff's claims that Defendant failed to, among other things, pay for all time worked, reimburse for
19 required expenses, furnish accurate itemized wage statements, and to provide compliant meal and rest
20 periods.

21 25. Plaintiff commenced written discovery in May of 2021. Defendant commenced written
22 discovery in June 2021. After answering each party's respective written discovery, the Parties agreed
23 to mediate the Action. To prepare for mediation, Class Counsel requested documents and data points
24 to further evaluate Plaintiff's claims and Defendant's liability exposure to the Class Members. In
25 response to Class Counsel's request, Defendant produced the time records for the Class Members,
26 aggregate workweek and pay period data for the Class Members, wage statements for the Class
27 Members, and copies of applicable handbooks, policies, and agreements containing, *inter alia*,

1 compensation, timekeeping and meal and rest period policies. In total, Defendant produced over 8,500
2 pages of pertinent policy documents, time records for Class Members, and more than 690,000 unique
3 cells of payroll data for Class Counsel to analyze.

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

9 27. BCG analyzed Defendant's time and payroll data to assist in the development of various
10 damage models. Among other things, BCG determined the approximate number of work shifts,
11 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
12 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
13 rest periods, the amount of paid missed meal period premiums paid during the Class Period, and the
14 amount of off-the-clock work performed by the Class Members during the Class Period.

15 28. In advance of mediation, Class Counsel created several damage models predicated on the
16 BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure while
17 accounting for the uncertainties of continued litigation. These damage models informed and guided
18 Class Counsel during the mediated settlement discussions.

19 29. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
20 determining Plaintiff's suitability as a putative class representative through interviews, background
21 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims;
22 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
23 and the type of employer; (4) analyzing the Settlement Class' time and payroll records; (5) analyzing
24 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
25 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
26 estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)
27 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
28

1 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
2 independent assessment of the reasonableness of the terms to which the Parties have agreed.

3 30. Class Counsel only agreed to enter the Settlement following this thorough investigation
4 and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and
5 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
6 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this
7 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
8 reasonable, and adequate, the Court should approve the Settlement.

9 (b) The Parties Settled at Mediation

10 31. The Settlement is the product of a mediation session with Hon. Steven Denton (Ret.), a
11 highly regarded jurist and mediator, and negotiations over the terms of the Settlement. The mediation
12 concluded with a settlement.

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

16 (c) Class Counsel is Experienced in Similar Litigation

17 33. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
18 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
19 aggrieved employees and consumers throughout California in wage and hour class actions and complex
20 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
21 Esq. (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate
22 Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Hemming (Legal Secretary),
23 and Sara Christensen (Legal Assistant).

24 34. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
25 Employees. I have extensive experience with wage and hour class and representative actions litigation
26 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
27 litigation experience and complex construction product liability experience. I can, will and have

adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

35. 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.

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

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

38. 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.

39. 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.)

(1) Strength of Plaintiff's Case

40. 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 \$550,000.00 represents a discount on Defendant's potential exposure if Plaintiff established liability on all claims and was 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 Plaintiff's 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.

41. Although Class Counsel believe strongly in Plaintiff's 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 Plaintiff's claims.

(2) Risks of Continued Litigation

42. 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.

43. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless recognizes 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 Plaintiff's claims and, in fact, already has.

44. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668 and *O’Conner v. Uber Technologies*, 82 F. Supp. 3d 1133 (N.D. Cal. 2018) and *Duran v. U.S. Bank National Assn.*, 59 Cal.4th 1 (2014), 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.

45. Plaintiff 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 are 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. Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative 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.

(3) The Gross Settlement Amount is Fair and Reasonable

46. The Gross Settlement Amount of \$550,000.00 in this case is fair and well within the range of recognized reasonableness. 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

1 process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on
2 behalf of the Settlement Class. The Gross Settlement Amount represents approximately 19.08% of
3 Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

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

8 **(d) THE PENALTIES UNDER PAGA ARE REASONABLE**

9 48. Here, Plaintiff and Defendant negotiated a good faith PAGA Settlement in the amount of
10 \$20,000 which is 3.6% of the Gross Settlement Amount. This amount falls well within the range of
11 approved PAGA Settlements. Seventy-Five percent (75%) of the PAGA Settlement (\$15,000) will be
12 paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) to be distributed
13 to the Aggrieved Employees, which is within the range of PAGA penalties approved by courts and
14 should be approved.

15 49. Further, on June 15, 2022, Class Counsel gave the LWDA notice of this Settlement and
16 proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with
17 the LWDA. On November 4, 2022, Plaintiff gave the LWDA notice of this motion seeking final
18 approval of this settlement.

19 **II. CLASS COUNSEL'S DECLARATION IN SUPPORT OF PLAINTIFF'S REQUEST**
20 **FOR AWARD OF ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

21 **A. LODESTAR**

22 50. As of November 4, 2022, the JCL Law Firm, APC incurred a total lodestar of \$76,010.00
23 for 138.2 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my
24 firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to
25 the conduct of the case. Detailed time and billing journals for the JCL Law Firm are attached hereto as
26 Exhibit F.

51. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC, worked a total of 134.0 hours successfully prosecuting this action for a lodestar of \$63,060.00. A true and accurate copy of the Zakay Law Group, APLC time and billing entries is attached to the Declaration of Shani Zakay, Esq. filed concurrently herewith.

52. Collectively, Class Counsel spent a total of 301.85 hours successfully litigating this matter for a total combined lodestar of \$151,233.25 and is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	138.2	\$76,010.00
Zakay Law Group, APLC	134	\$63,060.00
Total	272.2	\$139,070.00

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

1 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
2 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
3 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
4 between \$355 and \$405 an hour).

5 54. Moreover, my billing rate has been approved multiple times within the last twelve months
6 by California Superior Court judges. (*See generally Rodriguez v. RSI Home Products, Inc.*, San
7 Bernardino Superior Court Case No. CIVDS 2023354 (July 30, 2021 – Hon. David Cohn approved
8 \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a \$1,450,000 wage
9 and hour class action settlement); *Stevens et al., v. Bank of England*, San Diego County Superior Court
10 Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer approved \$500
11 billing rate and appointed JCL Law Firm as Class Counsel), *Frazier v. ASA Carlton, Inc.*, San Diego
12 Superior Court Case No. 37-2019-00036147 (October 9, 2020 – Hon. Kenneth Medel approved \$500
13 billing rate and appointed JCL Law Firm as Class Counsel.); *Krake et al., v. Central Valley Diner, Inc.*,
14 Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones
15 approved \$500 billing rate and appointed JCL Law Firm as class counsel.); *Conner v. Ascendant*
16 *Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24,
17 2020 – Hon. Joel Wohlfeil approved \$500 billing rate and appointed JCL Law Firm as Class Counsel.).

18 55. Further, Class Counsel will be performing additional work, including finalizing the
19 motion for final approval, attending the hearing on final approval, finalizing the orders and judgment,
20 drafting a joint motion to dismiss the related federal court action, and monitoring completion of the
21 settlement process over the course of several years. I expect this additional work will result in an
22 additional 20-30 hour of additional work and an additional lodestar between \$11,000 and \$16,500.

23 56. The requested Class Counsel Award of **\$203,333.33** comprised of attorneys' fees in the
24 amount of \$183,333.33 and up to \$20,000 for reimbursement of actually incurred litigation expenses is
25 reasonable and should be approved. **The requested attorneys' fee portion of the Class Counsel**
26 **Award as a percentage of the fund is supported by the overall lodestar incurred with a modest**
27 **multiplier of .75.** Again, obviously this is much lower than the multiplier approved in *Laffitte* with
28

significant work left to perform. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

57. The attorneys' fees portion of the Class Counsel Award equal to one-third of the Gross Settlement Amount is fair compensation and, respectfully, should be approved. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. The attorneys' fee portion of the requested Class Counsel Award is within the historically recognized range attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a reasonable .75 multiplier.

58. Additionally, Class Counsel and Class Representative JESSICA HARRIGAN (hereinafter "Plaintiff" or "Class Representative"), respectfully requests this Court approve the Class Representative Service Award in the amount of \$10,000. The Class Representative faithfully and dutifully performed her role on behalf of the Settlement Class. The Class Representative dedicated valuable time and assisted in the successful prosecution of this action. Further, the Class Representative granted Defendant a general release.

59. As discussed below, the requested Class Counsel Award meets the criteria under California law and falls well within the recognized range of reasonableness for approval. Similarly, the requested Class Representative Service Award in the amount of \$10,000 for Plaintiff meets the criteria for approval. Accordingly, the Class Representative and Class Counsel respectfully request this Court grant this motion for approval of the Class Counsel Award and Class Representative Service Award.

B. THE REQUESTED CLASS COUNSEL AWARD IS FAIR AND REASONABLE

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

61. Class Counsel requests attorneys' fees in the amount of \$183,333.33 representing one-third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in similar wage and hour class actions that Class Counsel has received in California Superior Courts, over the past five years. *Rodriguez v. RSI*, San Bernardino Superior Court, Case No. CIVDS2023354 (Hon. David Cohn approved Class Counsel's 33.3% attorneys' fee request in a \$1,450,000 common fund wage and hour class action settlement, which equated to Class Counsel's lodestar plus a 1.87 multiplier); *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (Hon. John P. Doyle approved Settlement Class Counsel's 33.3% attorneys' fee request plus \$15,000 in litigation costs in a \$242,500 class action settlement); *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No. 37-2018-00000747 (Hon. Kenneth Medel approved Class Counsel's 33.3% attorneys' fee request plus \$17,500 in actually incurred litigation costs in a \$386,500 common fund wage and hour class action settlement.); *Shachno et al., v. KT Hotels, LLC, et al*, San Diego Superior Case No. 37-2018-0043601-CU-OE-CTL (Hon. Gregory W. Pollack approved Class Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$20,000 in a \$500,000 common fund wage and hour class action settlement.); *Moschetto v. Pillow Global, Inc.*, San Diego Superior Court Case No. 37-2017-00024031-CU-OE-CTL (Hon. John S. Meyer, approved Class Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$15,000 in a \$250,000 common fund wage and hour class action settlement.); *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (Hon. Gregory W. Pollack, awarded Class Counsel 33.3% fee request and \$16,000 in litigation costs in a \$2 million common fund settlement, which equated to Class Counsel's lodestar plus at 1.62 multiplier.); *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (Hon. Thomas Garza awarded Class Counsel 33.3% fee request and more than \$17,000 in litigation costs on a \$1.75 million common fund wage and hour settlement, which equated to Class Counsel's lodestar plus a 1.67 multiplier.); *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (Hon. Bryan F. Foster awarded Class Counsel 33.3% fee request and \$22,632.93 in litigation costs and expenses on a \$1.8 million settlement, which equated at Class

1 Counsel's lodestar plus a 1.89 multiplier.); *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior
2 Court Case No. 37-2016-00012373-CU-OE-CTL (Hon. Joel Wohfeil approved Class Counsel's 33.3%
3 on a \$360,000 common fund wage and hour class action settlement, which equated to Class Counsel's
4 lodestar plus a 1.2 multiplier.). Moreover, the requested one-third attorneys' fee award is in the middle
5 of historically recognized range of attorneys' fees awarded in common fund class action settlements.

6 62. Here, the Settlement Class will receive an average Individual Settlement Payment of
7 \$2,128.74 and a high of \$5,617.02 from an estimated Net Settlement Amount of \$308,666.67. The
8 attorneys' fee portion of the Class Counsel Award request should be awarded based upon the Gross
9 Settlement Amount in accordance with *Laffitte*, i.e., percentage of the fund with a lodestar cross check.
10 As further explained below, the reasonableness of the requested attorneys' fee award of \$183,333.33 is
11 further supported by the lodestar cross-check.

12 63. Because the Settlement in this case is a pure common fund case, and the percentage of
13 the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award
14 based upon the percentage of the common fund. Further, as noted above, the one-third fee request is in
15 the middle of comparable awards for common fund cases, which establishes the requested award as
16 reasonable. Moreover, Class Counsel's lodestar supports the requested attorneys' fees with a multiplier
17 well within the recognized range reasonableness, and in fact, below what the California Supreme Court
18 approved in *Laffitte*. For those reasons, and those discussed *infra*, Class Counsel respectfully requests
19 this Court approve a Class Counsel Award in the amount of **\$203,333.33**, comprised of \$183,333.33
20 for attorneys' fees and up to \$20,000.00 for reimbursable litigation costs.

21 64. Courts have consistently recognized that the results achieved are an important factor to
22 be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) ("most critical
23 factor is the degree of success obtained"). Here, after a vigorous and contentious litigation process,
24 significant monetary relief is to be provided to Settlement Class and the excellent results achieved by
25 Class Counsel through this Settlement alone justify the requested fee award. As fully briefed in
26 Plaintiff's motions for preliminary and final approval, the Gross Settlement Amount of \$550,000.00.00
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1 represents approximately 19.08% of Defendant's liability exposure in this matter as identified by
2 Plaintiff's expert.

3 65. The likelihood of establishing liability and recovering the full amount of damages was
4 extremely remote and the Gross Settlement Amount of \$550,000.00 from which the Settlement Class
5 will receive an estimated average payment of \$2,128.74, a high of \$5,617.02, and a low of \$22.47
6 represents an excellent recovery for the Settlement Class considering Defendant's vigorous defense and
7 the risks of continued litigation.

8 66. In reaching this Settlement, Class Counsel carefully considered the strength of the case
9 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
10 class certification through trial. Plaintiff is confident about the strength of her claims. Nonetheless,
11 Plaintiff recognizes that Defendant has factual and legal defenses that, if successful, would potentially
12 defeat or substantially impair the value of the lawsuit.

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

19 68. Considering these issues, the Gross Settlement Amount of \$550,000.00, is an excellent
20 result for the Settlement Class. While the Gross Settlement Amount represents a discount on Plaintiff's
21 overall estimate of the damages, this reduction is an extremely reasonable compromise considering the
22 challenges of continued litigation, including but not limited to, maintaining class certification, and
23 establishing liability on all claims against Defendant. The Settlement commits Defendant to create a
24 Gross Settlement Amount, from which the Settlement Class will derive a ***significant financial recovery***
25 for their alleged damages and extinguish the risks of continued litigation, including a potential
26 bankruptcy and/or an appeal that would likely be filed following a judgment in Plaintiff's favor. Such
27 efforts would likely result in a delay of several years before this case would be resolved, with no
28

1 guarantee of recovery, whereas the Settlement provides for an average recovery of \$2,128.74, placing
2 it well within the range of reasonableness.

3 69. Furthermore, the Settlement Class greeted news of the Settlement with 100% of the
4 Settlement Class Members participating in the Settlement. The unanimous approval by the Settlement
5 Class Members evidences the positive overall result of the litigation.

6 70. Moreover, Class Counsel expects to incur an additional 20-30 hours of work attending
7 the hearing on final settlement approval, administering the settlement, filing post distribution settlement
8 declarations, and drafting an amendment judgment. Class Counsel devoted considerable time and effort
9 to achieve the benefit to the Settlement Class and the requested Class Counsel Award in the amount of
10 \$203,333.33 comprised of \$183,333.33 for attorneys' fees and up to \$20,000 for reimbursable litigation
11 costs is appropriate here given the excellent results achieved.

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

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

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

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

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

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

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

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

20 **C. COSTS**

21 79. Prior to incurring costs for filing of the Motion for Final Approval and Motion for
22 Approval of Attorneys' Fees, Costs, and Service Award, Settlement Class Counsel expended \$8,247.52
23 (JCL Law Firm, APC - \$5,041.01 and Zakay Law Group, APC - \$3,206.51) prosecuting this action.
24 The JCL Law Firm's costs are reflected in the attached Exhibit "E". The Zakay Law Group, APLC's
25 costs are attached to the Declaration of Shani Zakay, Esq. filed concurrently herewith.

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

3 81. Consequently, Class Counsel incurred a total of \$8,247.52 successfully prosecuting this
4 action. Class Counsel now requests reimbursement for those incurred litigation expenses and costs in
5 the amount up to \$20,000 as provided for in the Settlement Agreement and based upon Class Counsel's
6 billing records.

7 **D. PLAINTIFF'S SERVICE AWARD**

8 82. As a preliminary matter, Plaintiff granted Defendant a general release of all claims arising
9 from her employment. In exchange, the Class Representative Service Award is, in part, intended to
10 compensate Plaintiff for executing this general release. Absent the Class Representative Service Award,
11 there is no consideration for Plaintiff's general release. Thus, the requested Class Representative
12 Service Award can hardly be considered either a "salary" or "bounty" for bringing suit. To the contrary,
13 the Class Representative Service Award is the sole consideration for her granting a general release.
14 Moreover, the amount of the requested award of \$10,000 for Plaintiff is fair compensation for the broad
15 release.

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

1 *Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010)
2 (awarding \$10,000 enhancement payment).

3 84. Further, after administering notice of this settlement, not one of the 145 Settlement Class
4 Members objected to the requested Class Representative Service Award. Again, the unanimous consent
5 favors the Court's approval of the requested Class Representative Service Award.

6 85. Equally important, the time effort and services provided to the Settlement Class justifies
7 the requested Service Award. The Class Representative performed her duties to the Settlement Class
8 admirably. Plaintiff worked extensively with Class Counsel over the course of the twenty-seven months
9 of investigation and litigation. For instance, Plaintiff also assisted with the review of documents,
10 preparation of pleadings, and location of witnesses. Similarly, Plaintiff searched, located, and produced
11 several documents in connection with the litigation and assisted Class Counsel in preparation of the
12 complaint and mediation brief.

13 86. Additionally, Plaintiff remained available and responsive throughout the entire litigation
14 to address all case needs. Plaintiff willingly came forward to protect and advance the rights of the
15 Settlement Class on an important legal dispute affecting California employees. By way of example,
16 Plaintiff assumed the serious risk of liability for Defendant's costs and potentially fees if the case was
17 unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the
18 rights of the Settlement Class.

19 I declare under the penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 4th day of November 2022, at San Diego, California.

21
22 **JCL LAW FIRM, APC**

23 By: 
24 Jean-Claude Lapuyade
25 Attorneys for Plaintiff
26
27
28

EXHIBIT A

ZAKAY LAW GROUP, APLC

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ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

JESSICA HORRIGAN, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

PLAINTIFF,

vs.

CHILDREN'S SPECIALISTS OF SAN
DIEGO, A MEDICAL GROUP, INC., a
California Corporation; and DOES 1 through
50, Inclusive;
DEFENDANTS.

Case No. 37-2021-00014044-CU-OE-CTL

[Action Filed 03/30/2021]

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

Judge: Honorable Joel R. Wohlfeil
Dept.: C-73

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between plaintiff JESSICA HERRIGAN (hereinafter "Plaintiff"), individually and on behalf of the putative class and the State of California as a private attorney general, and defendant CHILDREN'S SPECIALISTS OF SAN DIEGO, A MEDICAL GROUP, INC., a California Corporation (hereinafter "Defendant"):

I. DEFINITIONS

- A. "Action" shall mean the putative class action lawsuit designated *Herrigan v. Children's Specialists of San Diego, a Medical Group, Inc.*, San Diego County Superior Court, Case No. 37-2021-00014044-CU-OE-CTL, filed March 30, 2021 (hereinafter "the Action")
- B. "Aggrieved Employees" shall mean all employees who are or previously were employed by Defendant in California and who were classified as non-exempt employees during the PAGA Period.
- C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class Action and Release of Claims.
- D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay, Esq. of Zakay Law Group, APLC.
- E. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Actions, consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$183,333.33 out of \$550,000 plus costs and expenses in the amount of \$20,000. Class Counsel's award for attorneys' fees will be divided equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- F. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class

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

G. "Class Members" or the "Class" means all non-exempt employees who are or previously were employed by Defendant in California during the Class Period.

H. "Class Period" means the period between March 30, 2017 to January 18, 2022.

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

J. "Class Representative" shall mean plaintiff JESSICA HERRIGAN.

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

L. "Defendant" shall mean Children's Specialists of San Diego, a Medical Group, Inc.

M. "Defendant's Counsel" shall mean Marilyn R. Moriarty and Whitney J. Betts of Lewis Brisbois Bisgaard & Smith LLP.

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

O. "Funding Date" shall mean sixty-five (65) calendar days after the Effective Date and is the date Defendant transfers the Gross Settlement Amount into the QSF in accord with the terms of this Agreement.

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

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

- 1 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
2 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
3 than formatting changes to facilitate printing by the Settlement Administrator).
- 4 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
5 Labor Code § 2698 *et seq.*
- 6 T. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
7 for each Aggrieved Employee divided by the sum total of the pay periods for all
8 Aggrieved Employees during the PAGA Period.
- 9 U. "PAGA Period" means the period between January 1, 2020 until January 18, 2022
10 (the "PAGA Period").
- 11 V. "PAGA Settlement" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
12 from the Gross Settlement Amount.
- 13 W. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
14 Plaintiff or Defendant, individually.
- 15 X. "Class Payment Ratio" means the respective Workweeks for each Class Member
16 divided by the sum total Workweeks for all Class Members.
- 17 Y. "Plaintiff" shall mean JESSICA HARRIGAN.
- 18 Z. "QSF" means the Qualified Settlement Fund established, designated and maintained
19 by the Settlement Administrator to fund the Gross Settlement Amount.
- 20 AA. "Released Class Claims" means all class claims alleged in the operative complaint,
21 including claims for violations of Labor Code section 203, which occurred during the
22 Class Period, and expressly excluding all other claims, including claims for vested
23 benefits, wrongful termination, unemployment insurance, disability, social security,
24 workers' compensation, and class claims outside of the Class Period.
- 25 BB. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
26 and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period,
27 and expressly excluding all other claims, including claims for vested benefits,
28

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

CC. "Released Parties" shall mean Defendant, as well as any other present or former physicians, officers, agents, attorneys, affiliates, management, successors, assigns and all other representatives of CSSD including, Rady Children's Hospital – San Diego.

DD. "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.

EE. "Settlement" means the disposition of the Actions pursuant to this Agreement.

FF. "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.*

GG. "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.

HH. "Gross Settlement Amount" means Five Hundred Fifty Thousand Dollars (\$550,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement and the

Settlement Administration Costs and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

II. "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.

JJ. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

II. RECITALS

A. On January 21, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On March 30, 2021, Plaintiff filed the Class Action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;
3. Failure to pay overtime wages in violation of California Labor Code sections 204, 510, 1194, and 1198;
4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
6. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;

1 7. Failure to reimburse Employees for required expenses in violation of
2 California Labor Code section 2802; and

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

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

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

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

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

4 F. On January 18, 2022, the Parties participated in mediation presided over by Hon.
5 Steven Denton (Ret.), a jurist and mediator of wage and hour class actions. The
6 mediation concluded with a settlement after both sides agreed to a Mediator's
7 proposal which was subsequently memorialized in the form of a Memorandum of
8 Understanding ("MOU").

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

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

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

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

1 **III. TERMS OF AGREEMENT**

2 A. Settlement Consideration and Settlement Payments by Defendant.

3 1. Settlement Consideration. In full and complete settlement of the Actions, and
4 in exchange for the releases set forth below, Defendant and the Released
5 Parties will pay the sum of the Individual Settlement Payment, the Class
6 Representative Service Award, the Class Counsel Award, PAGA Settlement,
7 and the Settlement Administration Costs, as specified in this Agreement, equal
8 to the Gross Settlement Amount of Five Hundred Fifty Thousand Dollars
9 (\$550,000.00). The Parties agree that this is a non-reversionary Settlement and
10 that no portion of the Gross Settlement Amount shall revert to Defendant.
11 Other than the Defendant's share of employer payroll taxes, Defendant shall
12 not be required to pay more than the Gross Settlement Amount, except as
13 provided for hereinbelow.

14 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
15 Class was comprised of 127 individuals who collectively worked
16 approximately 14,694 Workweeks ("Projected Workweeks") during the Class
17 Period. In regard hereto, Defendant will provide a declaration under penalty
18 of perjury before the deadline for the filing of the motion for preliminary
19 approval of the settlement, confirming the number of Class Members and
20 workweeks they worked during the applicable Class Period. If the workweek
21 number increases by more than 15% of the estimate stated herein, the
22 Settlement Amount will increase proportionally for the number of workweeks
23 over 15%.

24 3. Settlement Payment. Defendant and the Released Parties, and each of them,
25 are jointly and severally liable for payment of the Gross Settlement Amount.
26 Defendant shall pay the Gross Settlement Amount to the Settlement
27 Administrator on the Funding Date.

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

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

7 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
8 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
9 California release the Released Parties from the PAGA Released Claims for the PAGA
10 Period.

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

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

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

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

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

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

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

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

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

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

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

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

16 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
17 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
18 which shall include this Settlement Agreement. Plaintiff will provide Defendant with
19 a draft of the Motion at least 3 business days prior to the filing of the Motion to give
20 Defendant an opportunity to propose changes or additions to the Motion.

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

L. Notice Procedure.

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

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as Exhibit A. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the PAGA Settlement and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' 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 Aggrieved Employees' in exchange for an Individual Settlement Payment and/or Aggrieved Employees' 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 Aggrieved Employee's share of the PAGA Settlement, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Workweeks. The Notice will also advise the Aggrieved Employees 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 and Email. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail and email copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member.

1 The address identified by the Settlement Administrator as the current mailing
2 address shall be presumed to be the best mailing address for each Class
3 Member.

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

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

3 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
4 by the Settlement Administrator concerning the administration of the
5 Settlement will be resolved by the Court under the laws of the State of
6 California. Before any such involvement of the Court, counsel for the Parties
7 will confer in good faith to resolve the disputes without the necessity of
8 involving the Court.

9 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
10 Packet shall state that Class Members who wish to exclude themselves from
11 the Settlement must submit a written request for exclusion by the Response
12 Deadline. The written request for exclusion must state that the Class Member
13 wishes to exclude himself or herself from the Settlement and (1) must contain
14 the name, address, and the last four digits of the Social Security number of the
15 person requesting exclusion; (2) must be signed by the Class Member; (3)
16 must be postmarked or fax stamped by the Response Deadline and returned to
17 the Settlement Administrator at the specified address or fax telephone number;
18 and (4) contain a typewritten or handwritten notice stating in substance: "I
19 wish to opt out of the settlement of the class action lawsuit entitled *Horrigan*
20 *v. Children's Specialists of San Diego, a Medical Group, Inc.*, currently
21 pending in the Superior Court for the County of San Diego, Case No. 37-
22 2021-00014044-CU-OE-CTL . I understand that by requesting to be excluded
23 from the settlement, I will receive no money from the Settlement described in
24 this Notice." The request for exclusion will not be valid if it is not timely
25 submitted, if it is not signed by the Class Member, or if it does not contain the
26 name and address and last four digits of the Social Security number of the
27 Class Member. The date of the postmark on the mailing envelope or fax stamp
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1 on the request for exclusion shall be the exclusive means used to determine
2 whether the request for exclusion was timely submitted. Any Class Member
3 who requests to be excluded from the Settlement Class will not be entitled to
4 an Individual Settlement Payment and will not be otherwise bound by the
5 terms of the Settlement or have any right to object, appeal or comment
6 thereon. However, any Class Member that submits a timely request for
7 exclusion that is also a member of the Aggrieved Employees will still receive
8 his/her pro rata share of the PAGA Settlement, as specified below, and in
9 consideration, will be bound by the Release by the Aggrieved Employees as
10 set forth herein. Settlement Class Members who fail to submit a valid and
11 timely written request for exclusion on or before the Response Deadline shall
12 be bound by all terms of the Settlement and any final judgment entered in this
13 Action if the Settlement is approved by the Court. No later than fourteen (14)
14 calendar days after the Response Deadline, the Settlement Administrator shall
15 provide counsel for the Parties with a final list of the Class Members who have
16 timely submitted written requests for exclusion. At no time shall any of the
17 Parties or their counsel seek to solicit or otherwise encourage members of the
18 Class to submit requests for exclusion from the Settlement.

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

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

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

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

12 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
13 Settlement Payments shall be allocated and treated as follows: 10% as wages
14 ("Wage Portion"); 90% as penalties and interest ("Non-Wage Portion"). The
15 Wage Portion is subject to wage withholdings and shall be reported on IRS
16 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
17 and shall be reported on IRS Form 1099 issued by the Settlement
18 Administrator.

19 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
20 Employee Settlement Payments shall be allocated and treated as 100%
21 penalties and shall be reported on IRS Form 1099.

22 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
23 individual shares of the PAGA Settlement made to Settlement Class Members
24 and/or Aggrieved Employees under this Settlement Agreement, as well as any
25 other payments made pursuant to this Settlement Agreement, will not be
26 utilized to calculate any additional benefits under any benefit plans to which
27 any Class Members may be eligible, including, but not limited to profit-

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

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

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

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

1 check was destroyed, lost or misplaced. In the event an Individual Settlement
2 Payment and/or Aggrieved Employee's individual share of the PAGA
3 Settlement check has not been cashed within one hundred and eighty (180)
4 days, all funds represented by such uncashed checks, plus any interest accrued
5 thereon, shall be distributed consistent with California Code of Civil
6 Procedure Section 384 as follows: to The American Academy of Pediatrics,
7 see aap.org . Class Counsel, Defendant's counsel, nor any of the Parties, have
8 any interest, pecuniary or otherwise, in AAP.

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

7 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
8 attorneys' fees not to exceed one-third of the Gross Settlement Amount
9 currently estimated to be \$183,333.33 plus costs and expenses supported by
10 declaration not to exceed Twenty Thousand Dollars (\$20,000), from the Gross
11 Settlement Amount will be filed. Any portion of the requested Class Counsel
12 Award that is not awarded to Class Counsel shall be part of the Net Settlement
13 Amount and shall be distributed to Settlement Class Members as provided in
14 this Agreement. The Settlement Administrator shall allocate and pay the
15 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
16 later than fifteen (15) calendar days after the Funding Date. Class Counsel
17 shall be solely and legally responsible to pay all applicable taxes on the
18 payment made pursuant to this paragraph. The Settlement Administrator shall
19 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
20 pursuant to this paragraph. In the event that the Court reduces or does not
21 approve the requested Class Counsel Award, Plaintiff and Class Counsel shall
22 not have the right to revoke the Settlement, or to appeal such order, and the
23 Settlement will remain binding.

24 11. PAGA Settlement. Twenty Thousand Dollars (\$20,000) shall be allocated
25 from the Gross Settlement Amount for settlement of claims for civil penalties
26 under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The
27 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
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Settlement (\$15,000) 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 (\$5,000) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$8,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

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

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to

1 Class Members, the number of undeliverable Notice Packets, the number of
2 timely requests for exclusion, the number of objections received, the amount
3 of the average Individual Settlement Payment and highest Individual
4 Settlement Payment, the Settlement Administration Costs, and any other
5 information as the Parties mutually agree or the Court orders the Settlement
6 Administrator to provide.

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

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

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

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

23 Q. 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 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
26 Agreement among these Parties, and no oral or written representations, warranties or
27 inducements have been made to any Party concerning this Agreement or its Exhibit
28

1 other than the representations, warranties and covenants contained and memorialized
2 in this Agreement and its Exhibit.

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

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

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

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

26 W. Counterparts. This Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them shall be deemed to be one and the same
28

instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. 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.

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

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

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against 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.

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

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

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

DATED: 3/15/2022

DocuSigned by:



JESSICA HERRIGAN

2344205898E95496...

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

DATED: March 18, 2022



CHILDREN'S SPECIALISTS OF SAN DIEGO, A
MEDICAL GROUP, INC.

Robin H. Steinhorn, M.D.

Printed Name

President

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: 3/15/2022

JCL LAW FIRM, A.P.C.

4 By: _____

DocuSigned by:

Jean-Claude Lapuyade

0EBC25D5B9CD469...

5 Attorneys for Plaintiff and the Settlement Class
6 Members

7
8 DATED: 3/15/2022

ZAKAY LAW GROUP, APLC

9 By: _____

DocuSigned by:

[Signature]

4ECDE73A91D4420...

10 Attorneys for Plaintiff and the Settlement Class
11 Members

12
13 DATED: March 21, 2022

MARILYN R. MORIARTY

WHITNEY BETTS

15 LEWIS BRISBOIS BISGAARD & SMITH LLP

16 By: _____

Whitney J. Betts

17 Attorneys for Defendant
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EXHIBIT B

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/25/2022 at 04:28:00 PM

Clerk of the Superior Court
By Connie Hines, Deputy Clerk

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
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San Diego, CA 92121
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Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

Attorneys for Plaintiff JESSICA HERRIGAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JESSICA HERRIGAN, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CHILDREN'S SPECIALISTS OF SAN
DIEGO, A MEDICAL GROUP, INC., a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2021-00014044-CU-OE-CTL

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

Date: July 22, 2022

Time: 9:00 a.m.

Reservation No.: 2840069

Judge: Hon. Joel Wohlfeil

Dept.: 73

This matter having come before the Honorable Judge Joel Wohlfeil of the Superior Court of the State of California, in and for the County of San Diego, at 9:00 a.m. on July 22, 2022, with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group, APLC as counsel for plaintiff JESSICA HARRIGAN (“Plaintiff”), and Marilyn R. Moriarty, Esq. and Whitney Betts, Esq. of Lewis Brisbois Bisgaard & Smith LLP appearing for defendant CHILDREN’S SPECIALISTS OF SAN DIEGO, A MEDICAL GROUP, INC. (hereinafter “Defendant”). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

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

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

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is Five Hundred Fifty Thousand Dollars (\$550,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

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

5. Plaintiff seeks an award of Attorneys' Fees and Costs in the amount of up-to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated at One Hundred Eighty Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33), an award of litigation expenses incurred not to exceed Twenty Thousand Dollars (\$20,000), and proposed Class Representative Service Award to the Class Representative, Jessica Horrigan, in an amount not to exceed Ten Thousand Dollars (\$10,000). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service Award until the Final Approval Hearing.

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

“All non-exempt employees who are or previously were employed by CHILDREN’S SPECIALISTS OF SAN DIEGO, A MEDICAL GROUP, INC. (“Defendant”) in California between March 30, 2017 to January 18, 2022.”

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

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

6 8. The Court provisionally appoints plaintiff JESSICA HARRIGAN as the representative
7 of the Class.

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

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

20 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within ten
21 (10) business days of this order, Defendant shall provide, to the Settlement Administrator the Class
22 Data, including information regarding Class Members that Defendant will in good faith compile from
23 its records, including each Class Member’s full name; last known address; Social Security Number;
24 start dates and end dates of employment or work for Defendant in California during the Class Period,
25 the number of Workweeks for each Class Member and the number of PAGA Workweeks. Within
26 fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement
27 Administrator shall mail the Class Notice to all identified, potential Class Members via first class U.S.

1 Mail using the most current mailing address information available.

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

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

21 14. A final approval hearing shall be held before this Court on **December 2, 2022, at 9:00**
22 **a.m.** in Department C-73 of the San Diego County Superior Court to determine all necessary matters
23 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
24 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
25 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
26 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
27 to the Class; and to finally approve the Class Counsel Award, Class Representative Service Award, and
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1 the Settlement Administration Costs. All papers in support of the motion for final approval and the
2 motion for Attorneys' Fee and Costs and Class Representative Service Award shall be filed with the
3 Court and served on all counsel no later than sixteen (16) court days before the hearing.

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

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

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

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: 7/25/2022



6 JUDGE OF THE SUPERIOR COURT
7 Judge Joel R. Wohlfeil
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EXHIBIT 1

ZAKAY LAW GROUP, APLC

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jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

JESSICA HORRIGAN, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

PLAINTIFF,

vs.

CHILDREN'S SPECIALISTS OF SAN
DIEGO, A MEDICAL GROUP, INC., a
California Corporation; and DOES 1 through
50, Inclusive;
DEFENDANTS.

Case No. 37-2021-00014044-CU-OE-CTL

[Action Filed 03/30/2021]

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

Judge: Honorable Joel R. Wohlfeil
Dept.: C-73

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between plaintiff JESSICA HERRIGAN (hereinafter "Plaintiff"), individually and on behalf of the putative class and the State of California as a private attorney general, and defendant CHILDREN'S SPECIALISTS OF SAN DIEGO, A MEDICAL GROUP, INC., a California Corporation (hereinafter "Defendant"):

I. DEFINITIONS

- A. "Action" shall mean the putative class action lawsuit designated *Herrigan v. Children's Specialists of San Diego, a Medical Group, Inc.*, San Diego County Superior Court, Case No. 37-2021-00014044-CU-OE-CTL, filed March 30, 2021 (hereinafter "the Action")
- B. "Aggrieved Employees" shall mean all employees who are or previously were employed by Defendant in California and who were classified as non-exempt employees during the PAGA Period.
- C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class Action and Release of Claims.
- D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay, Esq. of Zakay Law Group, APLC.
- E. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Actions, consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$183,333.33 out of \$550,000 plus costs and expenses in the amount of \$20,000. Class Counsel's award for attorneys' fees will be divided equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- F. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class

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

G. "Class Members" or the "Class" means all non-exempt employees who are or previously were employed by Defendant in California during the Class Period.

H. "Class Period" means the period between March 30, 2017 to January 18, 2022.

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

J. "Class Representative" shall mean plaintiff JESSICA HERRIGAN.

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

L. "Defendant" shall mean Children's Specialists of San Diego, a Medical Group, Inc.

M. "Defendant's Counsel" shall mean Marilyn R. Moriarty and Whitney J. Betts of Lewis Brisbois Bisgaard & Smith LLP.

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

O. "Funding Date" shall mean sixty-five (65) calendar days after the Effective Date and is the date Defendant transfers the Gross Settlement Amount into the QSF in accord with the terms of this Agreement.

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

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

- 1 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
2 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
3 than formatting changes to facilitate printing by the Settlement Administrator).
- 4 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
5 Labor Code § 2698 *et seq.*
- 6 T. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
7 for each Aggrieved Employee divided by the sum total of the pay periods for all
8 Aggrieved Employees during the PAGA Period.
- 9 U. "PAGA Period" means the period between January 1, 2020 until January 18, 2022
10 (the "PAGA Period").
- 11 V. "PAGA Settlement" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
12 from the Gross Settlement Amount.
- 13 W. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
14 Plaintiff or Defendant, individually.
- 15 X. "Class Payment Ratio" means the respective Workweeks for each Class Member
16 divided by the sum total Workweeks for all Class Members.
- 17 Y. "Plaintiff" shall mean JESSICA HARRIGAN.
- 18 Z. "QSF" means the Qualified Settlement Fund established, designated and maintained
19 by the Settlement Administrator to fund the Gross Settlement Amount.
- 20 AA. "Released Class Claims" means all class claims alleged in the operative complaint,
21 including claims for violations of Labor Code section 203, which occurred during the
22 Class Period, and expressly excluding all other claims, including claims for vested
23 benefits, wrongful termination, unemployment insurance, disability, social security,
24 workers' compensation, and class claims outside of the Class Period.
- 25 BB. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
26 and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period,
27 and expressly excluding all other claims, including claims for vested benefits,
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wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

CC. "Released Parties" shall mean Defendant, as well as any other present or former physicians, officers, agents, attorneys, affiliates, management, successors, assigns and all other representatives of CSSD including, Rady Children's Hospital – San Diego.

DD. "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.

EE. "Settlement" means the disposition of the Actions pursuant to this Agreement.

FF. "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.*

GG. "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.

HH. "Gross Settlement Amount" means Five Hundred Fifty Thousand Dollars (\$550,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement and the

Settlement Administration Costs and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

II. "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.

JJ. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

II. RECITALS

A. On January 21, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On March 30, 2021, Plaintiff filed the Class Action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;
3. Failure to pay overtime wages in violation of California Labor Code sections 204, 510, 1194, and 1198;
4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
6. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;

1 7. Failure to reimburse Employees for required expenses in violation of
2 California Labor Code section 2802; and

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

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

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

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

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

4 F. On January 18, 2022, the Parties participated in mediation presided over by Hon.
5 Steven Denton (Ret.), a jurist and mediator of wage and hour class actions. The
6 mediation concluded with a settlement after both sides agreed to a Mediator's
7 proposal which was subsequently memorialized in the form of a Memorandum of
8 Understanding ("MOU").

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

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

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

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

1 **III. TERMS OF AGREEMENT**

2 A. Settlement Consideration and Settlement Payments by Defendant.

3 1. Settlement Consideration. In full and complete settlement of the Actions, and
4 in exchange for the releases set forth below, Defendant and the Released
5 Parties will pay the sum of the Individual Settlement Payment, the Class
6 Representative Service Award, the Class Counsel Award, PAGA Settlement,
7 and the Settlement Administration Costs, as specified in this Agreement, equal
8 to the Gross Settlement Amount of Five Hundred Fifty Thousand Dollars
9 (\$550,000.00). The Parties agree that this is a non-reversionary Settlement and
10 that no portion of the Gross Settlement Amount shall revert to Defendant.
11 Other than the Defendant's share of employer payroll taxes, Defendant shall
12 not be required to pay more than the Gross Settlement Amount, except as
13 provided for hereinbelow.

14 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
15 Class was comprised of 127 individuals who collectively worked
16 approximately 14,694 Workweeks ("Projected Workweeks") during the Class
17 Period. In regard hereto, Defendant will provide a declaration under penalty
18 of perjury before the deadline for the filing of the motion for preliminary
19 approval of the settlement, confirming the number of Class Members and
20 workweeks they worked during the applicable Class Period. If the workweek
21 number increases by more than 15% of the estimate stated herein, the
22 Settlement Amount will increase proportionally for the number of workweeks
23 over 15%.

24 3. Settlement Payment. Defendant and the Released Parties, and each of them,
25 are jointly and severally liable for payment of the Gross Settlement Amount.
26 Defendant shall pay the Gross Settlement Amount to the Settlement
27 Administrator on the Funding Date.

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

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

7 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
8 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
9 California release the Released Parties from the PAGA Released Claims for the PAGA
10 Period.

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

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

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

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

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

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

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

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

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

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

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

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

16 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
17 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
18 which shall include this Settlement Agreement. Plaintiff will provide Defendant with
19 a draft of the Motion at least 3 business days prior to the filing of the Motion to give
20 Defendant an opportunity to propose changes or additions to the Motion.

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

11 L. Notice Procedure.

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

16 2. Notice Packets.

17 a) The Notice Packet shall contain the Notice of Class Action Settlement
18 in a form substantially similar to the form attached as Exhibit A. The
19 Notice of Class Action Settlement shall inform Class Members and
20 Aggrieved Employees that they need not do anything in order to
21 receive an Individual Settlement Payment and/or Aggrieved
22 Employees' individual shares of the PAGA Settlement and to keep the
23 Settlement Administrator apprised of their current mailing address, to
24 which the Individual Settlement Payments and/or Aggrieved
25 Employees' individual shares of the PAGA Settlement will be mailed
26 following the Funding Date. The Notice of Class Action Settlement
27 shall set forth the release to be given by all members of the Class who
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do not request to be excluded from the Settlement Class and/or Aggrieved Employees' in exchange for an Individual Settlement Payment and/or Aggrieved Employees' 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 Aggrieved Employee's share of the PAGA Settlement, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Workweeks. The Notice will also advise the Aggrieved Employees 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 and Email. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail and email copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member.

1 The address identified by the Settlement Administrator as the current mailing
2 address shall be presumed to be the best mailing address for each Class
3 Member.

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

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

3 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
4 by the Settlement Administrator concerning the administration of the
5 Settlement will be resolved by the Court under the laws of the State of
6 California. Before any such involvement of the Court, counsel for the Parties
7 will confer in good faith to resolve the disputes without the necessity of
8 involving the Court.

9 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
10 Packet shall state that Class Members who wish to exclude themselves from
11 the Settlement must submit a written request for exclusion by the Response
12 Deadline. The written request for exclusion must state that the Class Member
13 wishes to exclude himself or herself from the Settlement and (1) must contain
14 the name, address, and the last four digits of the Social Security number of the
15 person requesting exclusion; (2) must be signed by the Class Member; (3)
16 must be postmarked or fax stamped by the Response Deadline and returned to
17 the Settlement Administrator at the specified address or fax telephone number;
18 and (4) contain a typewritten or handwritten notice stating in substance: "I
19 wish to opt out of the settlement of the class action lawsuit entitled *Horrigan*
20 *v. Children's Specialists of San Diego, a Medical Group, Inc.*, currently
21 pending in the Superior Court for the County of San Diego, Case No. 37-
22 2021-00014044-CU-OE-CTL . I understand that by requesting to be excluded
23 from the settlement, I will receive no money from the Settlement described in
24 this Notice." The request for exclusion will not be valid if it is not timely
25 submitted, if it is not signed by the Class Member, or if it does not contain the
26 name and address and last four digits of the Social Security number of the
27 Class Member. The date of the postmark on the mailing envelope or fax stamp
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1 on the request for exclusion shall be the exclusive means used to determine
2 whether the request for exclusion was timely submitted. Any Class Member
3 who requests to be excluded from the Settlement Class will not be entitled to
4 an Individual Settlement Payment and will not be otherwise bound by the
5 terms of the Settlement or have any right to object, appeal or comment
6 thereon. However, any Class Member that submits a timely request for
7 exclusion that is also a member of the Aggrieved Employees will still receive
8 his/her pro rata share of the PAGA Settlement, as specified below, and in
9 consideration, will be bound by the Release by the Aggrieved Employees as
10 set forth herein. Settlement Class Members who fail to submit a valid and
11 timely written request for exclusion on or before the Response Deadline shall
12 be bound by all terms of the Settlement and any final judgment entered in this
13 Action if the Settlement is approved by the Court. No later than fourteen (14)
14 calendar days after the Response Deadline, the Settlement Administrator shall
15 provide counsel for the Parties with a final list of the Class Members who have
16 timely submitted written requests for exclusion. At no time shall any of the
17 Parties or their counsel seek to solicit or otherwise encourage members of the
18 Class to submit requests for exclusion from the Settlement.

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

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

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

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 10% as wages (“Wage Portion”); 90% as penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099 issued by the Settlement Administrator.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-

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

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

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

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

1 check was destroyed, lost or misplaced. In the event an Individual Settlement
2 Payment and/or Aggrieved Employee's individual share of the PAGA
3 Settlement check has not been cashed within one hundred and eighty (180)
4 days, all funds represented by such uncashed checks, plus any interest accrued
5 thereon, shall be distributed consistent with California Code of Civil
6 Procedure Section 384 as follows: to The American Academy of Pediatrics,
7 see aap.org . Class Counsel, Defendant's counsel, nor any of the Parties, have
8 any interest, pecuniary or otherwise, in AAP.

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

7 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
8 attorneys' fees not to exceed one-third of the Gross Settlement Amount
9 currently estimated to be \$183,333.33 plus costs and expenses supported by
10 declaration not to exceed Twenty Thousand Dollars (\$20,000), from the Gross
11 Settlement Amount will be filed. Any portion of the requested Class Counsel
12 Award that is not awarded to Class Counsel shall be part of the Net Settlement
13 Amount and shall be distributed to Settlement Class Members as provided in
14 this Agreement. The Settlement Administrator shall allocate and pay the
15 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
16 later than fifteen (15) calendar days after the Funding Date. Class Counsel
17 shall be solely and legally responsible to pay all applicable taxes on the
18 payment made pursuant to this paragraph. The Settlement Administrator shall
19 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
20 pursuant to this paragraph. In the event that the Court reduces or does not
21 approve the requested Class Counsel Award, Plaintiff and Class Counsel shall
22 not have the right to revoke the Settlement, or to appeal such order, and the
23 Settlement will remain binding.

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

Settlement (\$15,000) 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 (\$5,000) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$8,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

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

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to

1 Class Members, the number of undeliverable Notice Packets, the number of
2 timely requests for exclusion, the number of objections received, the amount
3 of the average Individual Settlement Payment and highest Individual
4 Settlement Payment, the Settlement Administration Costs, and any other
5 information as the Parties mutually agree or the Court orders the Settlement
6 Administrator to provide.

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

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

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

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

23 Q. 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 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
26 Agreement among these Parties, and no oral or written representations, warranties or
27 inducements have been made to any Party concerning this Agreement or its Exhibit

1 other than the representations, warranties and covenants contained and memorialized
2 in this Agreement and its Exhibit.

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

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

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

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

26 W. Counterparts. This Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them shall be deemed to be one and the same
28

instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. 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.

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

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

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against 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.

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

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

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

11
12 DATED: 3/15/2022

DocuSigned by:

13 
14 JESSICA HERRIGAN

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

17
18 DATED: March 18, 2022



19 CHILDREN'S SPECIALISTS OF SAN DIEGO, A
20 MEDICAL GROUP, INC.

21 Robin H. Steinhorn, M.D.

22 Printed Name

23 President

24 Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 3/15/2022

JCL LAW FIRM, A.P.C.

By:

DocuSigned by:

Jean-Claude Lapuyade

0EBC25D5B9CD469...

Attorneys for Plaintiff and the Settlement Class Members

DATED: 3/15/2022

ZAKAY LAW GROUP, APLC

By:

DocuSigned by:

[Signature]

4ECDE73A91D4420...

Attorneys for Plaintiff and the Settlement Class Members

DATED: March 21, 2022

MARILYN R. MORIARTY

WHITNEY BETTS

LEWIS BRISBOIS BISGAARD & SMITH LLP

By:

Whitney J. Betts

Attorneys for Defendant

EXHIBIT A

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

*(Horrigan v. Children’s Specialists of San Diego, a Medical Group, Inc.,
San Diego County Superior Court Case No. 37-2021-00014044-CU-OE-CTL)*

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

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Jessica Horrigan (“Plaintiff”) and Defendant Children’s Specialists of San Diego, a Medical Group, Inc., a California Corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All employees who are or previously were employed by Defendant in California during the Class Period.

The “Class Period” is the period of time running from March 30, 2017 to January 18, 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 March 30, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse Plaintiff for required expenses in violation of California Labor code 2802; and (h) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

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

On January 18, 2022, the Parties participated in an all-day mediation with Hon. Steven Denton (Ret.), a jurist and mediator of wage and hour class actions. At the conclusion of the full-day mediation, the Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, 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 Five Hundred Fifty Thousand Dollars (\$550,000) (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 Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed **\$8,000.00** for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$183,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$20,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" 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 between January 1, 2020 until January 18, 2022.

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

Tax Matters. 10% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 90% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other

payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the operative complaint, including claims for violations of Labor Code section 203, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (March 30, 2017 to January 18, 2022).

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

Defendant's records reflect that you have << ____ >> pay periods worked during the PAGA Period (January 1, 2020 to January 18, 2022).

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

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

6. How can I get a payment?

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

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

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Horrigan v. Children's Specialists of San Diego, a Medical Group, Inc., Case No. 37-2021-00014044-CU-OE-CTL*." 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 *Horrigan v. Children's Specialists of San Diego, a Medical Group, Inc., Case No. 37-2021-00014044-CU-OE-CTL*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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

Counsel for Defendant:

Marilyn Moriarty, Esq.
Whitney J. Betts, Esq.
Lewis Brisbois Bisgaard &
Smith LLP
550 West C Street, Suite 1700
San Diego, CA 92101

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 San Diego County Superior Court, Department C-73, located at 330 W. Broadway, San Diego, CA 92101-3827 before Judge Joel R. Wohlfeil. 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 *Horrigan v. Children's Specialists of San Diego, a Medical Group, Inc., Case No. 37-2021-00014044-CU-OE-CTL*, Settlement Administrator, c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT C

From: [DIR PAGA Unit](#)
To: [Tesla Stone](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, June 15, 2022 5:40:37 PM

06/15/2022 05:40:08 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 D

EXHIBIT E

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Horrigan (002-157)								
04/01/2021	Expense		One Legal LLC	One Legal Order Number: 16082641 - Filing Fee: Complaint, Civil Case Cover Sheet, Original Summons	Client costs deferred	Chase Card 7349	1,489.69	1,489.69
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	Client costs deferred	-Split-	0.20	1,489.89
05/08/2021	Check	2465	Knox Attorney Services, Inc.	Invoice No. 4339199 Re: Service On: Children's Specialists of San Diego	Client costs deferred	US Bank-Checking - 4270	218.30	1,708.19
10/15/2021	Expense		One Legal LLC	One Legal Order Number: 17065051 - Filing Fee Re: Notice of Change of Address/Telephone	Client costs deferred	Chase Card 7349	12.35	1,720.54
12/01/2021	Check	2659	Judicate West	Invoice Number 544542- re: Mediation	Client costs deferred	US Bank-Checking - 4270	2,325.00	4,045.54
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	0.10	4,045.64
01/31/2022	Check	2723	Berger Consulting Group	Invoice No. 5477	Client costs deferred	US Bank-Checking - 4270	768.75	4,814.39
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	Client costs deferred	-Split-	0.75	4,815.14
01/31/2022	Journal Entry	Jan 2022 Postage		Postage for Jan 2022	Client costs deferred	-Split-	0.53	4,815.67
04/29/2022	Expense		LAZ Parking		Client costs deferred	Chase Card 7349	14.00	4,829.67
06/17/2022	Expense		One Legal LLC	One Legal Order Number: 18391081 - Motion - Other, Memorandum of Points and Authorities, Declaration - Other	Client costs deferred	Chase Card 7349	74.64	4,904.31
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	Client costs deferred	-Split-	0.10	4,904.41
07/27/2022	Expense		One Legal LLC	One Legal Order Number: 18605423 - Filing Fee Re: Proposed Order, Proof of Service	Client costs deferred	Chase Card 7349	53.53	4,957.94
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	Client costs deferred	-Split-	0.10	4,958.04
08/16/2022	Expense		One Legal LLC	One Legal Order Number: 18605422 - Filing Fee Re: Order- Other , Proof of Service	Client costs deferred	Chase Card 7349	12.87	4,970.91
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	Client costs deferred	-Split-	0.10	4,971.01
Total for Horrigan (002-157)							\$4,971.01	
TOTAL							\$4,971.01	

EXHIBIT F

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Horrigan (002-157)							
07/30/2020	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	1:06	605.00	605.00
08/03/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents	550.00	0:54	495.00	1,100.00
08/07/2020	No	Jean Claude Lapuyade	Fact Investigation - TCW PC Re Claims and Facts	550.00	0:30	275.00	1,375.00
08/10/2020	No	Jean Claude Lapuyade	Legal Research - OTC, 2802, Donning and Doffing	550.00	1:00	550.00	1,925.00
08/11/2020	No	Jean Claude Lapuyade	Legal Research - Employee File Demand Statutes	550.00	1:00	550.00	2,475.00
08/14/2020	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Employee File Demand	550.00	1:12	660.00	3,135.00
01/08/2021	No	Jean Claude Lapuyade	Legal Research - Claim Analysis in Prep for LWDA Notice	550.00	5:00	2,750.00	5,885.00
01/13/2021	No	Jean Claude Lapuyade	Fact Investigation - TCW Putative Class Member CC	550.00	0:30	275.00	6,160.00
01/14/2021	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Statutes and Case Law)	550.00	4:36	2,530.00	8,690.00
01/16/2021	No	Jean Claude Lapuyade	Drafted, Revised and Edited LWDA Notice	550.00	2:54	1,595.00	10,285.00
01/20/2021	No	Jean Claude Lapuyade	Revised, Edited LWDA Letter	550.00	1:06	605.00	10,890.00
02/11/2021	No	Jean Claude Lapuyade	Case Management - R&R Letter to Defendant Re LWDA Notice	550.00	1:00	550.00	11,440.00
03/22/2021	No	Jean Claude Lapuyade	Drafted, Revised and Edited Complaint	550.00	2:06	1,155.00	12,595.00
03/30/2021	No	Jean Claude Lapuyade	Finalized Complaint	550.00	0:48	440.00	13,035.00
04/02/2021	No	Jean Claude Lapuyade	Drafted Status Letter to Client Re Timeline	550.00	2:30	1,375.00	14,410.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/03/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Extension	550.00	0:12	110.00	14,520.00
05/13/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Extension to Respond	550.00	0:18	165.00	14,685.00
05/17/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited SI (Set 1), RFP (Set 1), RFA (Set 1), Form Roggs (Set 1), E. Form Roggs (Set 1)	550.00	6:12	3,410.00	18,095.00
05/19/2021	No	Jean Claude Lapuyade	Discovery - Finalized SI (Set 1)	550.00	1:00	550.00	18,645.00
05/20/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re E-Service	550.00	0:12	110.00	18,755.00
06/14/2021	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	550.00	1:30	825.00	19,580.00
06/14/2021	No	Jean Claude Lapuyade	Legal Research - Motion to Strike and Demurrer Answer (Time barred defenses)	550.00	2:36	1,430.00	21,010.00
06/24/2021	No	Jean Claude Lapuyade	Discovery - R&R Defendant's Responses to SI (Set 1)	550.00	1:30	825.00	21,835.00
06/25/2021	No	Jean Claude Lapuyade	Legal Research - Discovery Issues (Belaire, Privacy and Duty to Respond)	550.00	2:54	1,595.00	23,430.00
06/29/2021	No	Jean Claude Lapuyade	Discovery - Drafted Meet and Confer Letter	550.00	3:00	1,650.00	25,080.00
06/30/2021	No	Jean Claude Lapuyade	Discovery - R&R SROGGS, RFP, RFA, FROGGS-G, FROGGS-E to PLA	550.00	3:06	1,705.00	26,785.00
07/12/2021	No	Jean Claude Lapuyade	Discovery - R&R Defendant's Response to M&C Letter	550.00	1:00	550.00	27,335.00
07/22/2021	No	Jean Claude Lapuyade	Drafted Status Update to Client	550.00	1:00	550.00	27,885.00
07/26/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension	550.00	0:12	110.00	27,995.00
08/09/2021	No	Jean Claude Lapuyade	Discovery - Reviewed, Revised and Edited PLA Responses to SI, RFP, RFA, FROGGS	550.00	2:12	1,210.00	29,205.00
08/13/2021	No	Jean	Case Management - Emails to/from OC Re	550.00	0:18	165.00	29,370.00

JCL Law Firm

Unbilled Time
Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade	Mediation				
08/26/2021	No	Jean Claude Lapuyade	Discovery - Email to/from OC Re MTC Deadline and Mediation	550.00	0:30	275.00	29,645.00
08/27/2021	No	Jean Claude Lapuyade	Case Management - Drafted and Revised CMS	550.00	0:36	330.00	29,975.00
08/31/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	550.00	0:18	165.00	30,140.00
09/02/2021	No	Jean Claude Lapuyade	Case Management - R&R Defense CMS	550.00	0:18	165.00	30,305.00
09/03/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation data	550.00	0:12	110.00	30,415.00
09/13/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	30,580.00
09/17/2021	No	Jean Claude Lapuyade	Case Management - Attended CMC	550.00	1:00	550.00	31,130.00
09/17/2021	No	Jean Claude Lapuyade	Case Management - Attended CMC	550.00	1:12	660.00	31,790.00
09/24/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Extension to MTC	550.00	0:18	165.00	31,955.00
10/15/2021	No	Jean Claude Lapuyade	Drafted Status Letter to Client Re Timeline	550.00	1:30	825.00	32,780.00
12/02/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	33,000.00
12/09/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Class Data and Demographics	550.00	0:24	220.00	33,220.00
12/15/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	33,385.00
12/20/2021	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	33,605.00
12/22/2021	No	Jean Claude	Discovery - Emails to/from OC Re Class Data	550.00	0:18	165.00	33,770.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/28/2021	No	Lapuyade Jean Claude Lapuyade	Fact Investigation - R&R Mediation Data Produced By Defendant	550.00	4:06	2,255.00	36,025.00
12/29/2021	No	Lapuyade Jean Claude Lapuyade	Fact Investigation - TCW Consultant Re Damage Analysis	550.00	1:06	605.00	36,630.00
01/05/2022	No	Lapuyade Jean Claude Lapuyade	Legal Research - Mediation Brief Issues OTC, 2802, Meal and Rest	550.00	4:12	2,310.00	38,940.00
01/07/2022	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Drafted Mediation Brief	550.00	7:12	3,960.00	42,900.00
01/08/2022	No	Lapuyade Jean Claude Lapuyade	Fact Investigation - Emails to/from consultant re Damage analysis	550.00	0:54	495.00	43,395.00
01/11/2022	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Mediation Brief	550.00	1:48	990.00	44,385.00
01/18/2022	No	Lapuyade Jean Claude Lapuyade	Attended Mediation	550.00	12:00	6,600.00	50,985.00
01/19/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Drafted Class Notice	550.00	1:30	825.00	51,810.00
01/19/2022	No	Lapuyade Jean Claude Lapuyade	TCW Client Re Mediation Status	550.00	0:42	385.00	52,195.00
01/19/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Drafted Long Form Settlement Agreement	550.00	4:48	2,640.00	54,835.00
02/03/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Revised SAR per Internal Review and Edits	550.00	1:12	660.00	55,495.00
02/03/2022	No	Lapuyade Jean Claude Lapuyade	Correspondence with OC regarding SAR and Class Notice	550.00	0:18	165.00	55,660.00
02/08/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Correspondence regarding Admin bid.	550.00	0:30	275.00	55,935.00
02/11/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Correspondence regarding SAR and Class Notice	550.00	0:18	165.00	56,100.00
02/17/2022	No	Lapuyade Jean Claude Lapuyade	Settlement - Correspondence regarding SAR and Class Notice	550.00	0:24	220.00	56,320.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/25/2022	No	Jean Claude Lapuyade	Settlement - Reviewed SAR w/ Defense Edits	550.00	1:24	770.00	57,090.00
03/24/2022	No	Jean Claude Lapuyade	Case Management - Status Update to Client	550.00	0:24	220.00	57,310.00
05/10/2022	No	Jean Claude Lapuyade	Legal Research - Motion for Approval Issues	550.00	3:18	1,815.00	59,125.00
05/11/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed, Revised and Edited MPA	550.00	3:30	1,925.00	61,050.00
06/09/2022	No	Jean Claude Lapuyade	Law and Motion - Read, Revised and Edited MPA	550.00	3:06	1,705.00	62,755.00
07/27/2022	No	Jean Claude Lapuyade	Settlement - TCW Class Member ND Re Settlement	550.00	0:48	440.00	63,195.00
07/29/2022	No	Jean Claude Lapuyade	Drafted Status update to client	550.00	0:54	495.00	63,690.00
08/17/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	0:24	220.00	63,910.00
08/19/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	0:12	110.00	64,020.00
08/28/2022	No	Jean Claude Lapuyade	Settlement - R&R Notice Packet from Admin	550.00	1:00	550.00	64,570.00
09/17/2022	No	Jean Claude Lapuyade	Settlement - TCW Class Member VD Re Notice	550.00	0:48	440.00	65,010.00
09/22/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:24	220.00	65,230.00
09/28/2022	No	Jean Claude Lapuyade	Drafted Status Update to Client	550.00	0:36	330.00	65,560.00
10/20/2022	No	Jean Claude Lapuyade	Legal Research - Motion for Fees (Case Law)	550.00	3:06	1,705.00	67,265.00
10/24/2022	No	Jean Claude Lapuyade	Legal Research - Motion for Final Approval (Case Law and Ct. Rules)	550.00	5:06	2,805.00	70,070.00
10/26/2022	No	Jean	Law and Motion - Draft MFA P&As	550.00	7:06	3,905.00	73,975.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
10/27/2022	No	Claude Lapuyade Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MFA	550.00	0:12	110.00	74,085.00
10/27/2022	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Admin Dec.	550.00	1:00	550.00	74,635.00
10/27/2022	No	Jean Claude Lapuyade	Law and Motion - draft proposed order, judgement, plaintiff dec MFA	550.00	2:12	1,210.00	75,845.00
11/02/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Declaration ISO Final Approval	550.00	0:18	165.00	76,010.00
Total for Horrigan (002-157)					138:12	\$76,010.00	

EXHIBIT G

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);