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ATTORNEYS FOR PLAINTIFF, LISSETTE NUNEZ PAREDES
AND THOSE SIMILARLY SITUATED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO
UNLIMITED JURISDICTION

LISSETTE NUNEZ PAREDES,
INDIVIDUALLY AND ON BEHALF OF THOSE
SIMILARLY SITUATED,

PLAINTIFF,

v.

JSN BAY CONTRACT, INC., A
CALIFORNIA CORPORATION, AND DOES 1
THROUGH 10, INCLUSIVE,

DEFENDANTS.

) CASE No. 20-CIV-02362

) **DECLARATION OF KEVIN**
) **WOODALL IN SUPPORT OF**
) **PLAINTIFF'S UNOPPOSED MOTION**
) **FOR APPROVAL OF PAGA**
) **SETTLEMENT**

) **DATE: JUNE 29, 2021**

) **TIME: 8:30 A.M.**

) **DEPT: 4**

) **JUDGE: HON. NANCY L. FINEMAN**

1 I, Kevin Woodall, declare and state as follows:

2 1. I am an attorney licensed to practice in the State of California and before this
3 Court. I am counsel to Plaintiff Lissette Nunez Paredes (“Paredes”) in the above-
4 captioned matter. Except as otherwise indicated, I have personal knowledge of the facts
5 set forth in this declaration.

6 **Claims and Procedural History**

7 2. In late March, 2020, Paredes exhausted her Private Attorneys General Act
8 (“PAGA”) administrative notice requirements by filing a letter with the Labor Workforce
9 Development Agency (“LWDA”). In the PAGA notice, Paredes alleges that Defendant
10 JSN Bay Contract, Inc. (“JSN”) issued noncompliant wage statements in violation of
11 Labor Code § 226, including failing to include partial social security numbers or
12 employee identification numbers of employees. Paredes also alleged that non-exempt
13 employees were not provided compliant meal and rest periods in violation of Labor Code
14 §§ 226.7 and 512.

15 3. In June, 2020, Paredes filed a complaint in this Court, in which she alleges that
16 Defendant issued noncompliant wage statements that do not contain an employee
17 identification number or a partial social security number. The complaint also alleges
18 Defendant failed to provide compliant meal and rest periods or premium pay for missed
19 meal and rest periods.

20 **Discovery Conducted**

21 4. Paredes propounded formal and informal discovery requests prior to mediation
22 including, but not limited to, the number of employees who received wage statements
23 that did not contain a partial social security number or an employee identification
24 number, the number of noncompliant wage statements and a sample of wage statements
25 and time entry records, among other things.

26 **Litigation Risks and Potential Penalties**

27 5. During informal discovery, JSN revealed that approximately 46 employees
28 received wage statements that did not contain partial social security numbers or employee

1 identification numbers, which amounts to approximately 1,380 improper wage statements
2 from late March, 2019 until in or about June, 2020. JSN represented this was an
3 inadvertent error, which was corrected in or about June, 2020 when it discovered the
4 error. Although a sample of wage statements and time entry records showed there were
5 approximately 180 pay periods where employees started a meal period late or did not take
6 the full 30 minutes, JSN argued that its policies and practices authorized and permitted
7 employees to take compliant meal and rest periods. JSN also disclosed that it lost six
8 figures in 2020 due to the pandemic, that its business is still anemic in 2021 and thus, its
9 ability to pay significant PAGA penalties is not possible. In addition, JSN argued the
10 court has discretion not to award any PAGA penalties or greatly reduced PAGA penalties
11 under the circumstances. Thus, although the potential PAGA penalties were in excess of
12 \$150,000, there were substantial risks the PAGA penalties awarded after lengthy and
13 costly litigation would have been substantially less or none at all.

14 **Primary Settlement Terms**

15 6. In May, 2021, the parties reached a settlement during a half day mediation with
16 David Lowe. Attached hereto as Exhibit A is a true and correct copy of the settlement
17 agreement. In the settlement, JSN agreed to pay PAGA penalties to the State of
18 California and aggrieved employees of \$19,000 (75 percent to the State of California and
19 25 percent to the PAGA aggrieved employees), an incentive payment to Paredes of
20 \$2,000, a settlement administrator payment of \$1,000, reimbursement of Paredes' \$7,000
21 in litigation costs and \$36,000 in attorney's fees to Paredes' counsel. The parties further
22 agreed that if any PAGA aggrieved employees failed to cash their checks after 180 days,
23 the checks would be voided and the unclaimed amount would revert to a cy pres recipient
24 (the Bar Association of San Francisco) in accordance with Civil Code § 384.

25 **The Settlement is Fair, Reasonable and Adequate**

26 7. I have been practicing law for twenty-five years. After graduating from the
27 University of San Francisco School of Law (Magna Cum Laude) in 1995 and my
28 admission to the bar that same year, I first practiced as a Lieutenant in the Navy Judge

1 Advocate General's Corps until 1999. During that time, from approximately 1997 until
2 1999, I was a Special Assistant United States Attorney. In 1999, I left government
3 practice and worked for a small firm in San Francisco (Steyer, Lowenthal, Boodrookas
4 and Walker) before joining the international firm of Foley & Lardner LLP in early 2000.
5 For the next 10 ½ years, I was an Associate, Senior Counsel and Partner in Foley &
6 Lardner LLP's Labor and Employment Department (approximately 7 years as Senior
7 Counsel and Partner). In August, 2010, I started my own firm, which specializes in
8 employment litigation, including class actions and complex cases.

9 8. During my career, I have tried approximately 50 cases to either a jury, a judge or
10 an administrative board in the Navy and in federal and California courts, and another 15-
11 20 cases to an arbitrator. In the last 22 years, I have specialized in labor and employment
12 litigation. I have represented plaintiffs and defendants in numerous class action and
13 complex litigation cases, including well-known clients in wage and hour and other class
14 actions, such as Kmart Corporation, 24 Hour Fitness, Global Tel-Link Corporation and
15 Color Spot Nurseries. I have defeated class certification, certified class actions and
16 settled numerous class and PAGA cases. When representing plaintiffs in wage and hour
17 class actions and PAGA actions at my own firm, I have been appointed class counsel and
18 recovered millions of dollars for my clients. In the past, I was voted by my peers as one
19 of The Best Lawyers in the Bay Area with respect to employment litigation.

20 9. In my opinion, I believe the settlement is good result for the State of California
21 and the PAGA aggrieved employees. While I believe Paredes can prevail, there is a risk
22 that maximum PAGA penalties will not be awarded.

23 **Attorney's Rate and Time Spent Prosecuting the Action**

24 10. During the past ten years of my practice, the vast majority of my time has
25 been spent representing plaintiffs in employment cases, unlike earlier in my career when I
26 defended employers and corporations. As a plaintiff's attorney, I commonly represent
27 my clients on a contingency basis, which is an extremely risky proposition. In multiple
28 cases, I have worked thousands of hours and advanced tens of thousands of dollars and

costs, but was never paid for my time or reimbursed expenses because the employer filed bankruptcy petitions or never paid the judgments and settlements obtained.

11. During this case, I have received requests for assistance from clients and prospective clients, but I was not able to represent them because of the expected time commitment involved in this case.

12. In this case, I represented Plaintiff Paredes, the State of California and PAGA aggrieved employees on a contingency basis. My current hourly rate is \$845. I charge other clients similar amounts for class action and PAGA work.

13. Last year, the Superior Court of California, County of San Francisco, determined my reasonable hourly rate for work performed in 2019 and 2020 was \$845. In 2019, the Superior Court of California, San Francisco County determined my \$795 hourly rate was reasonable for class action work performed from 2018-2019. In 2018, the Superior Court of California, Alameda County determined my hourly rate of \$750 for work performed from 2015 to 2018 was reasonable for class action and PAGA work.

14. During this case, I performed a number of tasks to advance the litigation and resolve this matter including, but not limited to, the following: (1) preparing the complaint; (2) preparing the PAGA notice; (3) preparing discovery requests; (4) reviewing and analyzing documents, information and other discovery provided by JSN; (5) preparing a mediation brief and engaging in settlement negotiations with opposing counsel and engaging in a half day of mediation; (6) assisting in the preparation of the settlement agreement; (7) assisting in the preparation of the notice to be distributed to PAGA aggrieved employees; (8) negotiating with Phoenix Settlement Administrators regarding a quote; (9) conducting extensive research addressing various issues, including the defenses raised by JSN; (10) having multiple discussions with Paredes; (11) preparing Case Management Conference statements and attending a Case Management Conferences; and (12) preparing this motion and supporting declarations.

15. Attached hereto as Exhibit B are true and correct contemporaneous time entry records that set forth the work performed and hours expended by me on this case.

1 As set forth in my time entry records, I have spent approximately 55 hours on this case to
2 date. In the coming months, I plan to continue working with the Settlement
3 Administrator to address any issues, address any questions of the PAGA aggrieved
4 employees and attend the hearing relating to this motion. I expect to spend another 10-15
5 hours on these issues after this motion is filed. Thus, I expect to spend a total of 65-70
6 hours on this case. At my \$845 hourly rate, my fees will exceed \$55,000.

7 16. This matter was referred to me by the San Francisco Bar Association. I am
8 required to pay 25 percent of my fees to the San Francisco Bar Association as a referral
9 fee.

10 **Attorney's Costs**

11 17. My firm has forwarded costs prosecuting this action to a successful
12 resolution. Below are the costs incurred and to be incurred:

13 Filing Fees/One Legal/process service: \$1,510.09

14 Research-Westlaw: \$950

15 Postage: \$43

16 Copy costs: \$249

17 Court Call: \$94

18 Mediation fees: \$4,000

19 Est. Future Process Service Fees and Filing Fees: \$250

20 **Total: \$7,096.09**

21 **PAGA Notice of Settlement**

22 18. Notice of the PAGA settlement was communicated to the Labor Workforce
23 Development Agency, including the motion papers filed in support of this motion.

24 I declare under penalty of perjury of the laws of California and the United States
25 that this statement is true and correct to the best of my knowledge. Executed this 14th
26 day of May, 2021, at Corte Madera, California.

27 
28 KEVIN WOODALL

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

It is hereby stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims (as defined herein) shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, et seq.) Settlement Agreement (“Settlement Agreement”), entered into by and between Lizette Nunez Paredes (“Plaintiff”), for herself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, and JSN Bay Contract (“Defendant”).

This Settlement Agreement shall be effective upon the date the Court enters an order approving it (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled *Lizette Nunez Paredes v. JSN Bay Contract*, San Mateo County Superior Court Case No. 20-CIV-02362 filed on June 3, 2020.
2. “Aggrieved Employees” means all current and former employees who worked for Defendant in the State of California during the PAGA Period, i.e., from March 30, 2019 through May 3, 2021, which is estimated to consist of 46 individuals.
3. “Complaint” means the claims and allegations set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency dated March 30, 2020 (“LWDA Letter”) and the Complaint in the Action filed on June 3, 2020.
4. “Court” or “San Mateo Superior Court” means the Superior Court of California for the County of San Mateo.

5. “Defendant” means JSN Bay Contract, A Professional Corporation.
6. “Defense Counsel” or “Counsel for Defendants” are: Robert I. Lockwood, Esq. and Joseph L.J. Appel, Esq. of Lewis Brisbois Bisgaard & Smith LLP, 333 Bush Street, Suite 1100, San Francisco, California 94104.
7. “Employee PAGA Portion” is the amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the PAGA Penalties Amount, as provided in Section III(3) herein.
8. “Employee Payments” refers to the PAGA Penalty Payments that will be distributed to Aggrieved Employees, as provided in Section III(3) herein.
9. “Gross Settlement Amount” is the sum of Sixty-Five Thousand Dollars(\$65,000), which represents the total amount payable under this Settlement Agreement by Defendant and includes:
 - a. Employee PAGA Portion payable to Aggrieved Employees;
 - b. LWDA Payment payable to the LWDA;
 - c. Attorneys’ Fees to Plaintiff’s Counsel;
 - d. Litigation Costs to Plaintiff’s Counsel;
 - e. Service Award to Plaintiff; and
 - f. Payment to the Settlement Administrator for Settlement Administration Costs.
10. “LWDA” means the California Labor and Workforce Development Agency.
11. “LWDA Payment” means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Net Settlement Amount as set forth in Section III(3) herein.

12. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount, which is \$19,000:

- a. Attorneys’ Fees to Plaintiff’s Counsel;
- b. Litigation Costs to Plaintiff’s Counsel;
- c. Service Award to Plaintiff; and
- d. Settlement Administration Costs to the Settlement Administrator.

13. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, et seq.

14. “PAGA Period” means the time period from March 30, 2019 through May 3, 2021.

15. “PAGA Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, damages, wages, benefits, penalties, interest, attorneys’ fees, costs, expenses, actions or causes of action, in law or equity, whether known or unknown, which have been or could have been asserted by each of the Plaintiff and/or any of the Aggrieved Employees and/or that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, including, but not limited to, purported violations of California Labor Code sections 226, 226.3, 226.7, 512, 2699(g)(1), 2699.5, and 2699, arising during the PAGA Period, from: failure to provide accurate, itemized wage statements in violation of California Labor Code section 226; failure to provide compliant meal periods in violation of California Labor Code sections 226.7 and 512; and failure to provide compliant rest periods in violation of California Labor Code section 226.7.

16. “Plaintiff’s Counsel” means Kevin F. Woodall of Woodall Law Offices, 100 Pine Street, Suite 1250, San Francisco, California 94111.

17. “Released Parties” means JSN Bay Contract, A Professional Corporation, and its past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and its and their members, heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

18. “Service Award” means the amount to be paid to Plaintiff in recognition of her efforts and work and risk in prosecuting the Action.

19. “Settlement Administrator” means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the settlement shall not exceed \$1,000 (“Settlement Administration Costs”). In the unlikely event they exceed this amount, it shall be paid from the Net Settlement Amount, reducing the PAGA penalties.

II. RECITALS

1. On March 30, 2020, Plaintiff provided written notice to the LWDA asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code.

2. Plaintiff filed her Representative Action against Defendant on June 3, 2020. Plaintiff’s Complaint alleged the following PAGA causes of action on behalf of herself and a PAGA representative group of all current and former California employees of Defendant: (1) Labor Code section 226(a)(7) and 2699 (inaccurate wage statements); (2) Labor Code sections 226.7 and 2699 (failure to provide rest breaks; failure to pay premium for missed/short breaks);

(2) Labor Code sections 226.7, 512, and 2699 (failure to provide meal periods; failure to pay premium for missed/short meal periods).

3. On May 3, 2021, the Parties participated in mediation before mediator David Lowe, after undertaking investigation and exchange of information and documents pertaining to Plaintiff and the Aggrieved Employees. At the mediation, the Parties resolved the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay \$ 65,000 as the Gross Settlement Amount. Defendant will not pay more or less than the Gross Settlement Amount.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount of \$19,000 shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a pro rata basis, based on their respective number of pay periods worked for Defendant during the PAGA Period (“Employee Payments”). Each Aggrieved Employee will be paid a non-wage check for their PAGA Penalty Payment, and will receive an IRS Form 1099 for said payment if required by law as determined by the Settlement Administrator.

4. **Attorneys’ Fees Payment and Litigation Costs Payment to Plaintiff’s Counsel.** Plaintiff’s attorneys’ fees shall be \$36,000 (“Attorneys’ Fees”) and litigation costs and expenses in the amount up to \$ 7,000 incurred in prosecuting this Action (“Litigation Costs”), to Plaintiff’s Counsel. The Attorneys’ Fees Payment and Litigation Costs Payment to Plaintiff’s Counsel satisfy any and all claims for attorneys’ fees, costs, and interest, including any such amounts claimed under Labor Codes sections 218.5 and 218.6. The Attorneys’ Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff’s Counsel.

5. **Service Award.** Plaintiff’s Service Award payment shall be \$2,000 in connection with her role as a representative of the PAGA group. The Service Award will be reported on an IRS Form 1099 issued to Plaintiff.

6. **Settlement Administration Costs.** Settlement administration costs not to exceed \$1,000, for purposes of the Settlement Administrator administering the settlement. In the unlikely

event the administration costs are slightly higher, such costs will be paid from the Net Settlement amount, reducing the PAGA penalties paid.

7. **PAGA Released Claims.** Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all PAGA Released Claims as defined in Section I herein. This release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

Separate and apart from this Agreement, Plaintiff has entered into a full general release of claims through which she is releasing the Released Parties from any and all claims.

8. **Covenants and Representations by Plaintiff.** Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

Plaintiff acknowledges that she has read this Settlement Agreement, whether personally or with the assistance of a translator, as necessary, that she fully understands her rights, privileges, and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

9. **Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA statute, a court of law, or legal

process, neither Defendant, Defendant's Counsel, Plaintiff, nor Plaintiff's Counsel will publicize the terms of this Settlement Agreement or issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public, unless ordered by the Court.

10. Filing of Joint Stipulation or Motion of Settlement by Plaintiff's Counsel.

Plaintiff's Counsel shall be responsible for preparing the Joint Stipulation or Motion for Approval of the Settlement ("Stipulation") and providing Defendant's Counsel with an opportunity to propose revisions to the Stipulation prior to filing. Plaintiff's Counsel will file the Stipulation or Motion as soon as practicable. Defendant or its counsel shall prepare a declaration supporting the amount of the settlement. Plaintiff's Counsel will serve the Stipulation or Motion on Defendant's Counsel and submit it on the Court and the LWDA together with this Agreement. Pursuant to the California Labor Code section 2698, et seq., Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the Settlement.

11. Termination of Settlement Agreement. If the Court does not approve the settlement, if the Court does not dismiss the Action with prejudice, as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, or the settlement does not become final for any other reason, then either of the Parties shall have the right within thirty (30) calendar days of written notice thereof to elect to terminate the Settlement Agreement, in which case it shall have no force or effect, and the Parties shall be deemed to have reverted to their original, respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

12. Dismissal of Action with Prejudice. The Stipulation or Motion shall provide that the Court dismiss the Action with prejudice, with a retention of jurisdiction to enforce this Settlement Agreement pursuant to Code of Civil Procedure section 664.6. This Settlement Agreement is expressly conditioned upon the Court entering the dismissal of the Action in its entirety. The dismissal will not release or bar any claims other than those set forth in this Agreement.

IV. ADMINISTRATION OF SETTLEMENT

1. Settlement Administrator. The Parties have mutually selected Phoenix Settlement Administrators to handle the administration of this settlement, subject to approval by the Court.

2. Notice to Aggrieved Employees.

a. No later than ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (“Aggrieved Employees List”). The Aggrieved Employees List shall include each Aggrieved Employee’s full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, and Social Security number, to the extent available from Defendant’s records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court’s orders. Defendant will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

b. No later than ten (10) calendar days after receipt of the entire Gross Settlement Amount from Defendant, the Settlement Administrator will mail the Employee

Payments under cover letter, substantially in the form attached hereto as “**Exhibit A**” (“Cover Letter”), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service’s National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the Settlement Administrator will have ten (10) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator. If any checks remain uncashed after 180 days, the checks shall be void and the Settlement Administrator shall pay those funds from the uncashed checks to a cy pres recipient (the Bar Association of San Francisco) pursuant to Civil Code section 384.

V. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant’s sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant benefit plan, policy, or bonus program. Defendant retains the rights, if necessary, to modify the language

of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. Tax Consequences. Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiff, Defendant, Plaintiff’s Counsel, and Defendant’s Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or liability, nor shall anything in this Settlement Agreement be relied upon as such.

3. Governing Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Mateo.

4. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties’ settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or

representation not contained in this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendant represents and warrants that the undersigned has the authority to act on behalf of JSN Bay Contract, A Professional Corporation to bind JSN Bay Contract, A Professional Corporation to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her. The Parties warrant and represent that they have expressly authorized their respective counsel to act on their behalf and to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement and to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any

proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

12. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. No Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

14. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

IN WITNESS THEREOF, the Parties acknowledge that they have read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement. and hereby executes it voluntarily and with full understanding of its consequences.

SIGNATURES

DATE: 5/5/21

By: 
Plaintiff Lizette Nunez Paredes

DATE: 05/10/2021

By: 
Defendant JSN Bay Contract, A Professional Corporation

By: AMARELY RIVERA

Its: President

Exhibit A

«Date»

NOTICE OF SETTLEMENT

San Mateo County Superior Court Case No. 20-CIV-02362

Case Name: *Lizette Nunez Paredes v. JSN Bay Contract, San Mateo County Superior Court*

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving the enclosed check in settlement of a lawsuit entitled *Lizette Nunez Paredes, "Plaintiff," v. JSN Bay Contract, A Professional Corporation, a California corporation ("Defendant")*, Superior Court of the State of California, County of San Mateo, Case Number 20-CIV-02362 (the "Lawsuit").

In the Lawsuit, Plaintiff pursued various claims for penalties against Defendant under the California Private Attorneys General Act of 2004 ("PAGA"). Defendant denies Plaintiff's claims in their entirety, and asserts it complied with the applicable law. However, the Parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests and, therefore, agreed to settlement of this lawsuit. The Court has not ruled on the merits of this lawsuit, but it has approved the civil penalties settlement amount to be paid by Defendant. The settlement addresses claims for PAGA penalties on behalf of employees who worked or are working for Defendant in California at any time from March 30, 2019 through May 3, 2021.

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred eighty (180) calendar days. Checks remaining

un-cashed for more than 180 days after issuance will become void and the outstanding balance will revert to a cy pres recipient (the Bar Association of San Francisco)

If you have additional questions, you may contact the lawyers for Plaintiff Lizette Nunez Paredes and the lawyers for Defendants JSN Bay Contract, A Professional Corporation:

Plaintiff's Counsel:

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Defendants' Counsel:

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Email: Robert.Lockwood@lewisbrisbois.com
Email: joseph.appel@lewisbrisbois.com

EXHIBIT B

Paredes Timesheet		
Date	Activity	Time (in hours)
3/24/2020	Speak with client regarding facts (.6)	0.6
3/28/2020	Prepare PAGA letter and analyze wage statements (2.9); exchange email with client (.1)	3
5/20/2020	Prepare complaint (4.5)	4.5
6/1/2020	Exchange email with opposing counsel (.1)	0.1
6/2/2020	Speak with opposing counsel regarding ADR and informal discovery (.2); send email to opposing counsel regarding issues discussed (.2); review documents in advance of conference call (.2); finalize complaint (.7); prepare summons, civil case coversheet and proposed order regarding fee waiver (1.0)	2.3
6/3/2020	Speak with client regarding case (.3); revise certain papers for filing (.7)	1
6/4/2020	Prepare email to opposing counsel listing informal discovery needed to evaluate the case (.8)	0.8
6/12/2020	Conference call with opposing counsel to discuss informal discovery (.2); perform research regarding client's ability to bring PAGA claims for labor code violations she did not suffer (.8); send email to opposing counsel regarding cases found in research (.1)	1.1
6/17/2020	Send email to opposing counsel regarding status (.1)	0.1
6/27/2020	Send email to opposing counsel regarding status (.1)	0.1
7/17/2020	Exchange email with opposing counsel (.3)	0.3
7/22/2020	Send email to opposing counsel following up on service and informal discovery (.1)	0.1
7/23/2020	Prepare and send letter to opposing counsel regarding service (.1)	0.1
8/17/2020	Review CMC order (.3); send email to opposing counsel following up on informal discovery (.1)	0.4
8/21/2020	Speak with opposing counsel regarding informal discovery and CMC issues (.3)	0.3
8/26/2020	Review draft CMC statement and make redlined additions (.5); send email to opposing counsel regarding the same (.1)	0.6
8/27/2020	Exchange email with opposing counsel regarding CMC statement (.1); review final version of CMC statement (.1)	0.2
9/8/2020	Exchange email with opposing counsel regarding CMC (.1); attend CMC (.2)	0.3
9/16/2020	Leave message for opposing counsel regarding informal discovery (.1)	0.1
9/17/2020	Speak with opposing counsel regarding informal discovery and mediation (.4)	0.4
9/18/2020	Prepare informal discovery (2.3)	2.3

9/28/2020	Exchange email with client regarding update (.2)	0.2
10/1/2020	Exchange email regarding production of documents (.2)	0.2
10/19/2020	Exchange email with opposing counsel regarding discovery and extension and review past emails (.4)	0.4
10/20/2020	Review draft protective order (.5); exchange email with opposing counsel regarding protective order and discovery (.2); review some wage statements and time entry records (1.4)	2.1
10/22/2020	Exchange email with opposing counsel regarding meal and rest period policy and production (.2)	0.2
11/1/2020	Analyze time entry records and perform analysis regarding penalties (2.7); send emails to client and opposing counsel (.2)	2.9
11/10/2020	Send email to opposing counsel following up on question (.1)	0.1
11/11/2020	Exchange email with opposing counsel regarding the sample produced (.1); perform additional calculations regarding penalties (.3); send email to opposing counsel with settlement demand (.1)	0.5
11/13/2020	Review email from opposing counsel regarding settlement issues (.1); speak with client regarding settlement issues (.3); send email to opposing counsel explaining calculations for settlement demand (.2)	0.6
12/1/2020	Send email to opposing counsel following up on demand (.1)	0.1
12/2/2020	Review email from opposing counsel regarding timing of response to demand (.1)	0.1
12/3/2020	Review court order and send email to opposing counsel regarding the same (.3)	0.3
12/14/2020	Review draft agreement for client in another matter to ensure no waiver of claims and send email to client regarding the same (.6)	0.6
12/15/2020	Speak with client regarding changes to agreement and next steps (.2); send email to opposing counsel regarding status of response to demand (.1)	0.3
12/18/2020	Speak with client regarding changes to agreement in other case (.3); leave message and send email to client's attorney in other case regarding changes to agreement (.2)	0.5
12/21/2020	Send email to client regarding need to contact her other attorney regarding individual agreement (.1)	0.1
12/22/2020	Review email from opposing counsel regarding settlement issues, perform calculations and respond to opposing counsel (.3)	0.3
12/23/2020	Speak with client regarding settlement agreement in other case and attempts to get her attorney to respond to my requests (.2); exchange email with client and send email to client's other attorney (.2)	0.4

12/28/2020	Exchange email with opposing counsel regarding CMC (.2)	0.2
12/29/2021	Speak with opposing counsel regarding CMC issues (.2); prepare CMC statement and send email to opposing counsel regarding the same (.4); finalize CMC statement and prepare for filing and exchange email with opposing counsel regarding the same (.4); speak with Ms. Nelson regarding the agreement in the other case and send email to her relating to additional language to be inserted in agreement (.5)	1.5
1/4/2021	Review proposed revisions to agreement in other case and exchange email with other attorney and client regarding the same (.4)	0.4
1/11/2021	Check for tentative ruling (.1); send email to opposing counsel regarding mediators (.1)	0.2
1/12/2021	Attend CMC and discussion with opposing counsel regarding mediators (.4); prepare service list and send to court clerk (.2)	0.6
1/19/2021	Send email to opposing counsel requesting formal discovery responses (.1)	0.1
1/22/2021	Exchange email with opposing counsel regarding mediator (.2)	0.2
1/29/2021	Exchange email regarding agreement in other case (.2)	0.2
2/4/2021	Review and make changes to individual agreement and exchange email with other counsel and client regarding the same (.4)	0.4
4/2/2021	Review mediator paperwork and exchange email with mediator's assistant (.3)	0.3
4/5/2021	Exchange email with mediator and opposing counsel regarding half day session (.3)	0.3
4/7/2021	Send email to opposing counsel regarding defenses (.1); begin preparation of mediation brief (4.6)	4.7
4/24/2021	Finalize mediation brief and send to mediator (1.7)	1.7
4/26/2021	Exchange email with opposing counsel regarding mediation briefs (.1)	
4/27/2021	Review mediation brief of defendant (.4); send email to opposing counsel regarding financial records (.1)	0.5
5/3/2021	Prepare for mediation (1.3); attend mediation and prepare/review agreement after mediation (4.8); discussions with client after mediation (.4); exchange email with opposing counsel (.2)	6.7
5/7/2021	Exchange email with client and opposing counsel regarding settlement agreement (.3)	0.3
5/10/2021	Prepare motion for approval of PAGA settlement papers (7.8); send email to court clerk (.1); send draft motion papers to opposing counsel (.1)	8
5/11/2021	Review declaration of defendant (.1); prepare coverpage for defendant's declaration (.1); send email to opposing counsel regarding motion papers (.1)	0.3
5/14/2021	Finalize motion papers for filing (1.9)	1.9

[illegible]