

MAKAREM & ASSOCIATES, APLC
Ronald W. Makarem, Esq. (SBN 180442)
makarem@law-rm.com
Daniel J. Bass, Esq. (SBN 287466)
bass@law-rm.com
11601 Wilshire Blvd., Suite 2440
Los Angeles, CA 90025-2440
Tel.: (310) 312-0299
Fax: (310) 312-0296

Attorneys for Plaintiff VERONICA SANCHEZ
individually and on behalf of all others similarly
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YUBA

VERONICA SANCHEZ, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

LAKEVIEW CENTER, a California
Corporation, RHONDA HOWE, an
individual; and DOES 1-20, inclusive;

Defendants.

CASE NO. CVCV20-00425

**DECLARATION OF DANIEL J.
BASS IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed Concurrently With Motion For
Preliminary Approval and [Proposed]
Order]*

Date: June 10, 2024

Time: 10:00 a.m.

Department: 4

Complaint Filed: May 20, 2020

DECLARATION OF DANIEL J. BASS

I, Daniel J. Bass, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California. I am an attorney for the law firm of Makarem & Associates APLC, the counsel of record for the Plaintiff in this case. I make this declaration in support of Plaintiff's Motion For Preliminary Approval of a Class Action Settlement. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them under oath.

FACTUAL BACKGROUND – SUMMARY OF LITIGATION

2. **Defendant and Plaintiff** - This case is a putative class action alleging violations of California state law. Defendants operate a Circle K Convenience Store and Chevron Service stations.

3. Plaintiff was employed by Defendants, during the class period, as a cashier and team lead. During the time that she was employed, Plaintiff was subject to the same policies and procedures as all other hourly employees including Defendants' meal and rest break practices.

4. **Plaintiff's Allegations** - This action was initially filed on May 20, 2020, asserting a wage and hour class action filed by Plaintiff on behalf of herself and all nonexempt employees employed by Defendants in the State of California within the statutory period, and was amended on August 11, 2020 to also include an action for civil penalties under the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698, et seq. The First Amended Class Action Complaint sets forth claims for (i) failure to pay overtime wages; (ii) failure to provide meal periods; (iii) failure to provide rest periods; (iv) failure to furnish accurate wage statements; (v) failure to pay all wages earned; (vi) failure to maintain required records; (vii) failure to pay earned wages upon termination or discharge; (viii) failure to indemnify necessary business expenses; (ix) unfair competition in violation of Business & Professions Code Section 17200; and (x) violation of Labor Code section 2698, et. seq. Plaintiff alleged these claims on behalf of all of Defendants' non-exempt employees in California.

5. Plaintiff alleged that Defendants, throughout the class period, across the

1 Defendants' locations, lacked written policies. Plaintiff further alleges that Defendants, as a
2 practice, required employees to skip or take non-compliant meal and rest periods in order to
3 complete additional work, resulting in meal periods that were regularly less than thirty minutes in
4 length and were frequently taken after the fifth hour of work. As a result of these violations, Plaintiff
5 sought to recover meal and rest period premiums, unpaid minimum wages, penalties for unpaid
6 wages upon termination, penalties for non-compliant wage statements, prejudgment interest, costs
7 of suit, and attorneys' fees.

8 **6. Defendant's Response** – Defendants contend that at all times they complied with
9 California law. Defendants assert that they properly paid employees for all time worked.
10 Defendants further contend that they provided Plaintiff and other putative class members with
11 compliant meal and rest periods, and that to the extent any employee did not take a compliant meal
12 or rest period, the reason for the non-compliant meal or rest period would be an individualized issue
13 that would preclude class certification.

14 **7. Investigation** - Before filing the lawsuit, Class Counsel investigated and researched
15 the facts and circumstances underlying the pertinent issues and the laws applicable thereto. This
16 required thorough discussions between Class Counsel and the Plaintiff, as well as preliminary
17 research into the various legal issues and employment practices involved in the case. After
18 conducting their initial investigation, Class Counsel determined that Plaintiff's claims were well-
19 suited for class action adjudication owing to what appeared to be a common set of policies and
20 procedures that impacted Plaintiff and other putative class members in a similar fashion.

21 **8.** After filing the lawsuit, Class Counsel conducted an extensive investigation of the
22 facts and claims giving rise to the action, including: (1) reviewing and analyzing time and payroll
23 records and Defendants' written policies and procedures;(2) researching the applicable law and
24 evaluating potential defenses; (3) evaluating the damages based on countervailing interpretations
25 of California law; (4) Conducting formal discovery; and (5) reviewing other documentation
26 provided in litigation, including information relating to Defendants' operations, policies and
27 procedures, meal and rest breaks, premium pay for non-compliant meal and rest breaks,
28 timekeeping records, and recording of hours worked.

1 9. Defendants, for their part, vigorously contested liability, the amount of claimed
2 damages, and the propriety of class certification. After Class Counsel analyzed the relevant
3 documentary and testamentary evidence, reviewed Defendants’ policies and procedures, and
4 prepared for mediation, Class Counsel determined that this case was appropriate for resolution via
5 settlement.

6 10. **Mediation** - The parties agreed to participate in settlement discussions over the
7 course of the litigation, including mediation. Specifically, the Parties conducted a private mediation
8 with experienced employment law mediator David Perrault on April 28, 2022. A settlement in
9 principle was eventually reached and the Parties thereafter negotiated the details of a long form
10 settlement agreement, which was then renegotiated following the discovery that the class was larger
11 than originally believed. As a result, the Parties eventually negotiated the details of the settlement
12 agreement which cut-off the settlement class at a specific date to not increase the negotiated class
13 size and which Plaintiff now seeks the Court’s approval thereof.

14 **TERMS OF THE SETTLEMENT**

15 11. Attached hereto as Exhibit “A” is a true and correct copy of the Joint Stipulation of
16 Settlement and Release of Class Action (“Settlement Agreement”).

17 12. **Settlement Class** - The “Class” or “Settlement Class” or “Settlement Class
18 Members” means *all current and former non-exempt hourly employees employed by Defendant*
19 *Lakeview Center, Inc. in California at any time from May 20, 2015 to October 2, 2022*. Defendant
20 represents that the Class consists of 146 Class Members that worked a total of approximately 2,290
21 workweeks during the Class Period through October 2, 2022.

22 13. **Gross Settlement Amount** – Under the terms of the proposed agreement, the parties
23 have agreed resolve the claims of the Class for Two Hundred and Fifty Thousand Dollars and No
24 Cents (\$250,000.00) which is non-reversionary, and no portion of the Settlement Amount will be
25 returned to Defendants (“Gross Settlement Amount”).

26 14. **Class Counsel’s Attorneys’ Fees:** The settlement calls for up to 33% of the Gross
27 Settlement Amount or Eighty-Two Thousand Five Hundred Dollars (\$82,500), in attorneys’ fees
28 and up to fifteen thousand dollars (\$15,000) in litigation costs (including any expert costs). The

1 fee request is in line with fee awards commonly granted across this state as well as the fee
2 percentage commonly contracted for by attorneys within this state

3 15. **Class Representative Incentive Award:** Up to Ten Thousand Dollars (\$10,000)
4 to the named Plaintiff for her services as the class representative. The payment is for the service
5 rendered in furtherance of class members claims, for the risk undertaken for payment of costs in
6 the event such litigation was unsuccessful, for any stigma the plaintiff may suffer going forward
7 due to the public information available via the Internet for having filed a class action against an
8 employer, and for his agreement to provide a full release of his claims as compared to the limited
9 release required of class members.

10 16. Here, the class representative was not simply a bystander in the prosecution of this
11 action. From the time that this case was filed, the representative whenever needed, actively
12 provided information and evidence. Further, the class representative was always available to
13 consult with, and regularly did consult with counsel, both in person and via telephone. The class
14 representative was also actively involved in discussions regarding the resolution of this matter and
15 approved the settlement terms on behalf of himself and the class members.

16 17. **Settlement Administration Costs:** The proposed settlement administrator is CPT
17 Group, Inc. ("CPT"). CPT is an experienced class notice administration company, and has acted as
18 claims administrator in numerous wage and hour cases throughout the country. CPT has presented
19 an estimate to counsel reflecting that its charges to administer the proposed settlement are currently
20 estimated at \$8,500, less than the \$10,000 available under the settlement.

21 18. **Labor Workforce Development Agency's ("LWDA") portion of the PAGA**
22 **Payment** – 75% of the Seven Thousand Five Hundred Dollars (\$7,500) PAGA Allocation to the
23 LWDA for the release of the PAGA claim.

24 19. **Net Settlement Amount and Payout to Class Members:** The Net Settlement
25 Amount will be approximately \$140,000, plus the \$1,875 representing the 25% of the PAGA
26 Allocation not paid to the LWDA.

27 20. The Settlement Administrator shall divide the Net Settlement Amount by the
28 aggregate Individual Workweeks for all Settlement Class Members during the Class Period, in

1 order to determine the amount each Settlement Class Member is entitled to for each workweek s/he
2 was employed by Defendants (the “Weekly Amount”). The Settlement Administrator will multiply
3 the Weekly Amount by the total number of workweeks that each Settlement Class Member was
4 employed and deduct all Employee’s Taxes and Required Withholding from the portion attributable
5 to wages to arrive at the Individual Settlement Amount for each Class Member. Defendants will
6 provide the Settlement Administrator with any information reasonably necessary to perform the
7 calculation of Individual Workweeks for each Settlement Class Member, and any other reasonably
8 required information the Settlement Administrator requests to perform the calculations required
9 under this Settlement Agreement.

10 21. The individual settlement payments will be apportioned as ten percent (10%) wages;
11 ninety percent (90%) penalties and interest.

12 22. There are estimated to be 146 Class Members. The estimated 146 Class Members
13 worked approximately 2,290 workweeks between May 20, 2015 to October 2, 2022 meaning
14 participating class members will receive approximately \$61.95 per week (\$141,875 / 2,290
15 workweeks) they worked with the Defendants. Assuming this Court makes no modification, Class
16 Members would recover approximately \$971.75 on average (\$141,875 / 146 Class Members).

17 23. The Parties agreed that Seven Thousand Five Hundred Dollars (\$7,500) of the Gross
18 Settlement Amount will be allocated to resolving Plaintiff’s claims brought pursuant to PAGA,
19 with seventy-five percent (75%) of this amount, or Five Thousand Six Hundred and Twenty-Five
20 Dollars (\$5,625) to the LWDA for the release of the PAGA claim, and twenty-five percent (25%),
21 or One Thousand Eight Hundred and Seventy-Five Dollars (\$1,875) to be paid to Class Members
22 employed during the PAGA Period. A true and correct copy of this declaration, the corresponding
23 motion and the settlement agreement will be uploaded to the LWDA’s website concurrently with
24 filing.

25 24. **Release By Plaintiff and Class Members:** Plaintiff and all Class Members who do
26 not submit a valid and timely Request for Exclusion, will release any and all claims, obligations,
27 demands, actions, rights, causes of action, and liabilities against Released Parties, of whatever kind
28 and nature, character, and description, whether in law or equity, whether sounding in tort, contract,

1 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law,
2 whether known or unknown, and whether anticipated or unanticipated that were asserted in the
3 Complaint or could have been asserted in the Action that accrued during the Class Period and
4 arising from the facts, allegations, or legal theories set forth in the Complaint, including but not
5 limited to the alleged denial of meal periods and rest breaks; the alleged failure to pay overtime
6 wages, including for miscalculation of the regular rate of pay; the alleged failure to pay all minimum
7 wages; the alleged failure to pay minimum or overtime wages for all hours worked; the alleged
8 failure to properly paid piece rate wages; the alleged failure to provide separate compensation for
9 rest periods; the alleged failure to provide accurate itemized wage statements; the alleged failure to
10 timely pay all wages due during employment; the alleged failure to maintain required records; and
11 the alleged failure to timely and fully pay all wages due upon separation from employment.

12 25. All “PAGA Group Members” which are all non-exempt California employees who
13 worked for Lakeview Center, Inc., from February 15, 2020 through October 2, 2022 shall also
14 release any and all demands, rights, liabilities, claims, and/or causes of action under PAGA
15 including but not limited to any claims alleged by Plaintiff in the PAGA letter or that could have
16 been alleged based on the facts or underlying claims in the PAGA letter, including all claims that
17 are based on or related to: the purported payment or nonpayment of compensation (including, but
18 not limited to, wages, minimum wage, rate of pay, straight time, overtime, and/or premium pay);
19 failure to pay meal or rest period premiums or penalties; failure to pay for all hours worked, failure
20 to timely pay all wages earned, including final wages; failure to provide compliant meal and rest
21 periods, failure to reimburse for business expenses, failure to provide timely and compliant wage
22 statements, maintain records, violations of California Labor Code sections 200-204, 210, 218, 2186,
23 221-223, 226, 226(a), 226(e), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1175,
24 1194, 1194.2, 1197, 1197.1, 2802, 2810, 2699, 2699.1, and any applicable IWC Wage Orders.

25 26. **“Notice Procedure** - The Parties selected CPT Group, Inc. to serve as the
26 Administrator. The Parties have agreed on the form of notice to be mailed to the Class and the
27 method of notice to the class specifically the Notice of Proposed Class Action Settlement, and
28

Hearing Date for Final Court Approval of Settlement [Exhibit 1 to the Settlement Agreement] (“Notice” herein)).

1. Settlement Notice Timeline

Timeframe	Event
Within ten (10) calendar days of entry of Preliminary Approval	Defendants shall provide the Settlement Administrator with the Settlement Class Information for purposes of mailing the Notice to Settlement Class Members.
Within fifteen (15) calendar days of entry of Preliminary Approval	Settlement Administrator will mail copies of the Notice to all Settlement Class Members via regular First Class U.S. Mail.
Forty-five (45) calendar days after the Settlement Administrator mails the Notice to Settlement Class Members	The last date on which Settlement Class Members may postmark written requests for exclusion or a Notice of Objection to the Settlement.
No later than ten (10) calendar days after the Response Deadline	Settlement Administrator shall provide counsel with a complete list of all Settlement Class Members who have timely submitted written requests for exclusion.

2. Details Regarding Dissemination of Notice

27. The Notice of Settlement, in materially the form attached here as Exhibit “1” to Exhibit “A” and as approved by the Court, shall be sent by the Claims Administrator to the Settlement Class Members, by first class mail to those addresses provided by Defendants, within approximately fifteen (15) calendar days following Preliminary Approval of the Settlement. Each Settlement Class Member will have forty-five (45) days from the date the Notice is initially mailed to postmark any Requests for Exclusion or Objections to the Settlement

28. The Settlement Administrator will make reasonable efforts to ensure that the Class Notice and Request for Exclusion Form are sent to all Class Members. It will conclusively be presumed that if an envelope has not been returned within thirty (30) days of the mailing that the Class Member received the Class Notice. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.

29. Any funds associated with checks that have not been cashed within 90 days, will

1 become void and the Individual Settlement Amount associated with the un-cashed check will be
2 distributed pursuant to Code of Civil Procedure section 384 to the “Hands of Hope” or other cy
3 *pres* beneficiary to be selected by the Parties and approved by the Court. Neither me, my firm nor
4 the Plaintiff have any financial interest or leadership role with the “Hands of Hope”.”

5 30. **The Claims, Opt-Out and Objection Process** - All Class Members who do not
6 submit a Request for Exclusion Form will be eligible to receive an Individual Payment Amount,
7 which shall be mailed to them if and when the Court enters an order granting final approval to this
8 Settlement. In order to elect not to participate in the Settlement, a Class Member must sign a
9 Request for Exclusion Form and mail the form to the Settlement Administrator no later than forty-
10 five (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form
11 to Class Members. The timeliness of submitted Request for Exclusion Forms will be determined
12 by valid postmark.

13 31. Any Settlement Class Member who wishes to object to the Class Settlement must
14 mail a written objection to the Settlement Administrator no later than forty-five (45) calendar days
15 after the mailing of the Class Notice and Request for Exclusion Form to Class Members, and must
16 file with the Court and serve on all parties a written statement of objection. Only Settlement Class
17 Members who do not opt out of the Settlement may object to the Settlement. The objection must
18 include the case name and number and must set forth, in clear and concise terms, a statement of the
19 reasons why the objector believes that the Court should find that the proposed Class Settlement is
20 not in the best interest of the Settlement Class and the reasons why the Class Settlement should not
21 be approved, including the legal and factual arguments supporting the objection. If an objector also
22 wishes to appear at the Final Approval and Fairness Hearing, in person or through an attorney, he
23 or she must also file a notice of intention to appear at least fourteen (14) days prior to the Final
24 Approval and Fairness Hearing date, either with the Settlement Administrator or directly with the
25 court. The Settlement Administrator will promptly serve copies of any objection or notice of
26 intention to appear on Class Counsel and Defense Counsel. Unless otherwise ordered by the Court,
27 Settlement Class Members shall not be entitled to appear and or object at the Final Approval
28 Hearing in person unless they have submitted a timely written objection and notice of intention to

1 appear pursuant to this Section. Settlement Class Members who have properly and timely submitted
2 objections may appear at the Final Approval Hearing, either in person or through a lawyer retained
3 at their own expense.

4 32. Settlement Class Member Individual Workweeks and Weekly Amount and
5 corresponding Individual Settlement Amount shall be calculated using the employment and payroll
6 records of Defendants, which presumptively shall be deemed to be full, complete and accurate for
7 purposes of this Settlement. To overcome that presumption, any Settlement Class member objecting
8 to the accuracy of the Individual Workweeks, Weekly Amount or amount of the Individual
9 Settlement Amount must submit documentary evidence, such as pay stubs or other written
10 employment records, to the Settlement Administrator. Each Settlement Class Member may dispute
11 the Individual Workweeks, Weekly Amount or estimated Individual Settlement Amount contained
12 on his or her Class Notice (“Workweeks Dispute”). Any such disputes must be mailed or faxed to
13 the Settlement Administrator by the Settlement Class Member, postmarked or fax-stamped on or
14 before the Response Deadline. The Settlement Administrator shall immediately provide copies of
15 all disputes to counsel for Defendant, shall inform Class Counsel of the dispute without disclosing
16 the identity of the Settlement Class Member making the dispute, and shall immediately attempt to
17 resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of
18 Defendants and Class Counsel. If the dispute cannot be resolved, it shall be submitted to the
19 Administrator for its final, non-appealable decision. The Administrator shall use its best efforts to
20 resolve all such disputes prior to the Final Effective Date. However, if a dispute arises or is not
21 resolved until after all of the Settlement Amount has been distributed, the initial calculation shall
22 stand (as Defendant shall be under no obligation to pay any amounts in excess of the Settlement
23 Amount under this Agreement).

24 **THE STRENGTH OF PLAINTIFF’S CASE AND COMPLEXITIES OF FURTHER** 25 **LITIGATION**

26 33. The proposed settlement here is the product of arm's-length negotiations for which
27 the Parties prepared by engaging in formal and informal discovery, preparing for class certification
28 and mediation. Counsel for the Parties have investigated the applicable law, as applied to the facts

1 discovered, regarding the alleged claims of the Class and potential defenses thereto, as well as the
2 damages claimed thereon. Armed with this extensive body of knowledge, the Parties engaged in
3 full, complete, and ultimately successful settlement discussions. At all times, the negotiations
4 leading to the Settlement have been adversarial, non-collusive and at arm's length

5 34. Plaintiff believes that the Settlement Class claims in this action are legally
6 meritorious and present a reasonable probability of a favorable determination on behalf of the Class.
7 At the same time, there is undeniably significant litigation risk avoided by the proposed Settlement,
8 moving for class certification, at trial, and in the appellate courts.

9 35. Liability remains highly contested by Defendants, who deny that they engaged in
10 any violations of the law, and further deny any liability or engagement in wrongdoing of any kind
11 associated with the claims alleged in the Action. Defendants contend that, at all times, they
12 complied with all wage-and-hour laws in connection with the employment of the Class Members.

13 36. Plaintiff's counsel understood and appreciated the defenses and position of
14 Defendants but believed that Plaintiff would ultimately succeed in the action. In light of the
15 strongly divergent views, the parties were able to negotiate a fair settlement, considering the costs
16 and risks of continued litigation, class certification and trial. The negotiations were at all times
17 conducted professionally and at arm's length and have produced a result that the Parties believe to
18 be in their respective best interests.

19 37. The Parties have also considered the uncertainty and risk of the outcome of further
20 litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the
21 burdens of proof necessary to establish liability for the claims asserted in the action, the defenses
22 thereto, and the difficulties in establishing damages.

23 38. Here, in preparation for settlement discussions, Plaintiff calculated Defendants'
24 liability to Class Members to be in excess of the settlement amount. Plaintiff's valuation assumed
25 that Plaintiff: (1) prevailed in certifying the class; (2) prevailed in establishing liability on the
26 merits; and (3) was awarded the full amount of all discretionary penalties.

27 39. The realistic range of outcomes for this litigation took into account the present state
28 of the law regarding meal and rest break claims and the other claims brought in the Action,

1 Defendant's defenses for each claim, and the likelihood of prevailing on a class certification motion
2 as well as trial and any appeals. Moreover, Plaintiff had to consider the significant difficulties in
3 litigating class claims against Defendants and thus factor in how much they could realistically
4 consider for settlement. Where both sides face significant uncertainty, the attendant risks favor
5 settlement. *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011,1026.

6 40. **Kullar v. Footlocker Analysis** - To allow this Court to make an informed
7 assessment pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 18 Cal.App.4th 116, Plaintiff's
8 Counsel provides the following assessment of the case and settlement. Plaintiff's Counsel believes
9 the settlement is a very good one for the class members. In this case, Plaintiff sought unpaid wages
10 and statutory penalties as well as the equitable remedies of declaratory relief, disgorgement,
11 accounting, and restitution.

12 41. Plaintiff estimated Defendant's total exposure for unpaid wages at \$223,032.59
13 and 203 penalties at \$386,491.20. As such, the \$250,000 settlement represents over 100% of the
14 estimated unpaid wages due in this case and approximately 41% of the \$609,523.79 for Defendants'
15 non-penalty exposure plus derivative 203 penalties in Plaintiff's analysis. This in a reasonable
16 recovery, particularly given the number of class members at issue and the size of Defendants'
17 operations.

18 42. As explained further below, Plaintiff details the issues that necessitated deductions
19 from the maximum potential value of this case to arrive at the reasonable Maximum Settlement
20 Amount derived in this action: Here there are approximately 146 Class Members who collectively
21 worked a total of 2,290 Workweeks during the Class period. Plaintiff's analysis of Defendants'
22 time records between 2016 and 2020 showed that employees worked an average of 4.3 shifts per
23 workweek for an average of \$11.03 per hour.

24 43. **Rest Periods**

25 Plaintiff calculated Defendant's maximum liability to be 4.3 violations per employee per
26 workweek at the average hourly rate of \$11.03 per violation. As such, with 2,290 workweeks
27 during the class period, Plaintiff estimated that Defendant's exposure could be as high as
28 \$108,612.41. Plaintiff did not discount this number or the calculations that follow in order to arrive

1 at the settlement; rather, Plaintiff discounted the number in order to reach a settlement that
2 understood the risks of continued litigation and difficulties in showing a 100% violation rate for
3 rest breaks during employee shifts. Here the realities of case supported settlement. Though Plaintiff
4 was confident in certifying such a claim given the Defendants' policy lacked the required "major
5 fraction thereof" language regarding the number of rest breaks an employee was afforded each day,
6 often the necessary testimony at trial to actually prove such a claim will raise manageability
7 concerns for the court. Moreover, as Defendants need only authorize such breaks an employee's
8 individual choice on when to or whether to take a break can be a determinative factor for liability
9 and damages. With these issues in mind, maintaining the cause of action's viability could even be
10 in question, so Plaintiff's counsel believed settlement an appropriate path.

11 **44. Meal Periods**

12 Plaintiff calculated Defendants' potential liability based on the records reviewed in advance
13 of mediation. Those time records showed a 66.7% violation rate in meal periods based on
14 Defendants' time records, most of which were meal break eligible shifts that simply did not show
15 a meal break was taken. A 66.7% violation rate at 4.3 shifts per week at the average hourly rate of
16 \$11.03 per violation over 2,290 workweeks, Plaintiff estimated that Defendant's exposure could be
17 as high as \$ 72,444.48. Plaintiff did not discount this number or the calculations that follow in
18 order to arrive at the settlement; rather, Plaintiff discounted the number in order to reach a
19 settlement that understood the risks of continued litigation and difficulties in showing high violation
20 rate for meal breaks during employee shifts based on a lack of records.

21 **45. Unpaid Off-the-Clock**

22 Based on Plaintiff's experiences and personal observations at work, Plaintiff estimated that
23 approximately 1 hour (60 minutes) of work was performed off-the-clock by employees on a weekly
24 basis with about 40.5% of that unpaid time being overtime, resulting in an approximately \$18.33
25 $(11.03 \times .595 = 11.625; 11.03 \times .405 \times 1.5 = 6.70; 11.625 + 6.70 = 18.325)$ underpayment per
26 workweek. Thus, Plaintiff calculated Defendant's potential exposure as $\$18.33 \times \times \underline{2,290}$
27 $\text{Workweeks} = \$41,975.7$ in underpayments for off-the-clock work. However, the majority of this
28 claim dealt with unrecorded time, which again would require significant testimony to even certify,

1 much less prove at trial, and the resulting manageability issues in doing so. As such, Plaintiff's
2 counsel believed a significant discount of this claim was warranted and settlement appropriate
3 resolution.

4 **Penalties**

5 46. Although the Class arguably could have seen a payout of approximately
6 \$386,491.20 for waiting time penalties (for 146 employees x 30 days x 8 hours/day x \$11.03/hour)
7 and additional penalties for wage statement penalties and PAGA penalties, Plaintiff's Counsel had
8 to weigh the likelihood of recovery against probable defenses and the wide discretion Courts have
9 exercised in awarding Labor code penalties. Along these lines, Plaintiff considered that Defendant
10 would argue that Plaintiff could not prove the "willful" prong needed to obtain waiting time
11 penalties under Cal. Lab. Code § 203 and would further argue that Plaintiff could not show that
12 Class Members suffered an "injury" as a result of wage statement violations, as required by Cal.
13 Lab. Code § 226. Further, Plaintiff arguably could not recover any waiting time penalties for meal
14 and rest claims. Moreover, Plaintiff would not recover any derivative penalties if he failed to prove
15 the underlying claims. In addition, given Defendants' operations, Plaintiff considered the
16 likelihood of the Court using its discretion to reduce the substantial PAGA penalties as unjust,
17 arbitrary, oppressive, or confiscatory. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157.
18 These reductions can be quite substantial, reducing the proven PAGA penalties down to a few
19 percentage points of what they were initially, even after being successfully proven.

20 47. Plaintiff, in agreeing to the settlement had to take into account the difficulties in
21 certifying a class and maintaining any such certification. What's more, Plaintiff had to take into
22 account the uncertainties, including business uncertainties facing Defendants and similar employers
23 during the COVID 19 pandemic. Each of these concerns weighed into Plaintiff's analysis to
24 eventually agree to a settlement that is less than Defendant's total projected liability even if Plaintiff
25 eventually won every aspect of this case including potential appeal. A settlement now guarantees
26 that class members will 1) obtain a recovery and 2) that they will get the recovery in a time period
27 that is shorter than one if the case went through a full trial and appeal process.

28 48. The settlement amount was a negotiated compromise, factoring in the risks related

1 to certification, liability, and damages. Taking into account all of the circumstances of the action
2 and the significant factual and legal defenses raised by Defendant against certification, liability,
3 and damages, Class Counsel believe that the settlement is fair and reasonable. Each Class
4 Member's individual share of the settlement amount is tailored to the number of shifts worked by
5 each Class Member during the class period so the distribution is weighted in favor of those Class
6 Members who were potentially most affected by the alleged violations. Moreover, because the
7 class consists of several employees, it was unlikely that the potential monetary claims of individual
8 Class Members would have proved viable without the class-action mechanism.

9 **CLASS REPRESENTATIVE INCENTIVE AWARD**

10 49. Plaintiff has taken the extraordinary step of challenging her former employer's
11 actions by bringing this case. Plaintiff did so in the belief that she, and the members of the
12 Settlement Class, were, in fact, entitled to the relief sought in this case. Until this case was filed,
13 no one was pursuing the claims raised in this matter. Plaintiff's actions have resulted in a recovery
14 for the members of the Settlement Class, and the incentive award she seeks is reasonable.

15 50. Plaintiff has fulfilled her duties as class representative throughout the litigation,
16 spending time and effort to gather relevant documents and information, providing the facts and
17 evidence necessary to prove the allegations, and discussing her employment with Class Counsel.

18 51. Plaintiff fully participated in this action throughout the pendency of the litigation.
19 She was kept well informed of the nature and extent of settlement discussions and approved the
20 same. As such, the incentive award sought for Plaintiff is reasonable and represents a small
21 percentage of the Net Settlement Amount. Absent the actions taken by Plaintiff, none of the Class
22 Members would have reaped the rewards of this action.

23 **EXPERIENCE AND VIEWS OF COUNSEL**

24 52. My firm has litigated numerous complex business matters, including employment
25 cases. We have settled multiple cases for seven-figures and several more for six-figure amounts.
26 We have obtained seven-figure judgments in complex litigation matters. This is a seven-attorney
27 law firm in West Los Angeles. The firm practices in the area of employment litigation and complex
28 business litigation. My colleague, Ronald W. Makarem, was named a Top 20 Attorney under the

1 Age of 40, in California, by the Daily Journal in 2007, and a California SuperLawyer from 2010 to
2 the present.

3 53. I have been litigating for over a decade, almost all of which was representing
4 employees in similar complex employment actions, including class actions and representative
5 actions. I have been approved as class counsel in wage and hour class actions over 30 times,
6 including matters certified on contested motions. I was named a California Super Lawyer “Rising
7 Star” each year from 2020 to the present.

8 54. I and the other attorneys at Makarem & Associates have engaged in all aspects of
9 class action litigation, including having interviewed potential class action representatives to
10 determine the potential merits of their allegations, conducted pre-litigation investigation, including
11 interview, research and analysis, drafted class action complaints, drafted class action discovery and
12 responses thereto, conducted and defended depositions, drafted, opposed and orally argued
13 numerous class action law and motion pleadings (including oppositions to removal, oppositions to
14 demurrer, oppositions to motions to strike, motions to compel, oppositions to motions to compel,
15 class certification motions, oppositions to motions to decertify, and preliminary and final approval
16 motions), conducted class member interviews, legal research, settlement negotiations and meetings
17 with defense counsel, statistical analysis of potential damages, and attended numerous mediation
18 sessions for purposes of negotiating class action settlements.

19 55. Makarem & Associates presently has in excess of 30 wage and hour class actions
20 pending in various stages of the litigation process, from pre-litigation investigation to final-
21 approval pending.

22 56. Makarem & Associates is well qualified because of our experience, knowledge, and
23 resources to act as counsel and represent Plaintiff and the putative class in this action. A substantial
24 percentage of our practice is devoted to litigating wage, hour, and working-conditions violations,
25 and the bulk of these cases are class actions.

26 57. This experience is helpful in assessing the reasonableness of settlements such as the
27 one at issue here, and from this experience Class Counsel concluded that this lawsuit could not
28 have been settled on better terms than provided under the present settlement agreement.

1 58. In sum, Class Counsel is experienced in employment class action litigation, and is
2 adequate to represent the putative class in the instant action.

3 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

4 59. The settlement calls for the payment of up to 33% of the Gross Settlement Amount
5 or Eighty-Two Thousand and Five Hundred Dollars (\$82,500) for attorneys' fees. This request is
6 fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put
7 into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys'
8 fees award is intended to reimburse Class Counsel for all uncompensated work that they have
9 already done and for all the work they will continue to do in carrying out and overseeing the
10 notification to class members, communicating with class members regarding their claims, and
11 assisting in the administration of the settlement if it is preliminarily approved.

12 60. The up to \$15,000 litigation costs reflect the type of expenses typically billed by
13 attorneys to their paying clients in the marketplace, and include such costs as the payments to
14 analysts and mediation expenses to date. Plaintiff will provide a complete list of these expenses for
15 final approval, but they are currently estimated to be less than \$15,000.

16 61. My firm took this case on a contingent-fee basis against a business represented by a
17 reputable defense firm. Plaintiff signed a contingency-fee agreement stating that Class Counsel
18 could receive a fee of up to 40% of the overall recovery. When we take contingent cases, we must
19 pay careful attention to the economics involved or one bad case can destroy years of work.
20 Accordingly, when we take contingency cases, we anticipate that we shall, if successful, receive a
21 fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when
22 we work long hours, the number of hours in a day is limited. Because of this, when we take on one
23 particular matter, we are unable to take on other matters. When Class Counsel became involved in
24 this case, we realized the time commitment that it would entail and we were forced to turn down
25 matters that we otherwise should have been able to handle. In sum, this case claimed a significant
26 portion of Class Counsel's time and attention throughout its pendency.

27 62. In this case, my firm has incurred substantial attorney's fees conducting pre-filing
28 investigation, analyzing the claims, conducting legal research, reviewing records and speaking with

1 class members, negotiating the class settlement, preparing the long-form settlement agreement,
2 preparing this motion for preliminary approval, and otherwise litigating the case.

3 63. The requested fee is reasonable for the services provided to class members and for
4 the benefits they are to receive. Indeed, courts frequently approve multipliers under the lodestar
5 theory, *see Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997, meaning Class
6 Counsel's fees are still justified even when the requested fee exceeds the lodestar calculation. Class
7 Counsel will more fully brief the Court on its lodestar in the motion for final approval.

8 I declare under penalty of perjury of the laws of United States of America in the state of
9 California that the foregoing is true and correct. Executed on May 20, 2024 in Los Angeles,
10 California.

11 *Daniel Bass*

12 Daniel J. Bass
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

David W. Tyra, SBN 116218
Alec D. Tyra, SBN 339922
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833
Telephone: 916-321-4500
Facsimile: 916-321-4555
Email: dtyra@kmtg.com

Attorneys for Defendants, LAKEVIEW CENTER
and RHONDA HOWE

Ronald W. Makarem, SBN 18442
Daniel J. Bass, SBN 287466
MAKAREM & ASSOCIATES, APLC
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025-1760
Telephone: 310-312-0299
Facsimile: 310-312-0296

Attorneys for Plaintiff, VERONICA
SANCHEZ, individually and on behalf of
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
YUBA COUNTY

VERONICA SANCHEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LAKEVIEW CENTER, INC. a California
corporation, RHONDA HOWE, an individual, and
DOES 1 through 20, inclusive,

Defendants.

Case No. CVCV20-00425

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE OF
CLASS ACTION**

Complaint Filed: 5/20/20

1 This Joint Stipulation of Settlement and Release of Class Action (“Settlement
2 Agreement”) is made and entered into by Plaintiff Veronica Sanchez (“Plaintiff”), individually
3 and as a representative of the Settlement Class, as defined below, and Defendant Lakeview
4 Center, Inc., and Rhonda Howe (collectively, “Defendants”) (Plaintiff and Defendants are
5 collectively referred to as “the Parties”) subject to the terms and conditions herein and the Court’s
6 approval.

7 This Settlement Agreement is subject to the approval of the Court, pursuant to California
8 Rules of Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to
9 consummate settlement of the Action on a class-wide basis subject to the following terms and
10 conditions. As detailed below, in the event the Court does not enter an order granting final
11 approval of the Class Settlement, as defined below, or the conditions precedent are not met for
12 any reason, this Stipulation is void and of no force or effect whatsoever.

13 **I. DEFINITIONS**

14 As used in this Stipulation, the following terms shall have the meanings specified below.
15 To the extent terms or phrases used in this Stipulation are not specifically defined below, but are
16 defined elsewhere in this Stipulation, they are incorporated by reference into this definition
17 section.

18 1. **Action**. “Action” shall mean the following civil action: ***Veronica Sanchez v.***
19 ***Lakeview Center, Inc., et al.***, Case No. CVCV20-00425 filed on **May 20, 2020** in the Superior
20 Court of California for the County of Yuba.

21 2. **PAGA** means the California Labor Code Private Attorneys General Act,
22 California Labor Code section 2698 *et. seq.*

23 3. **PAGA Letters** means Plaintiff’s correspondence to the LWDA dated April 20,
24 2020, Case No. LWDA-CM-783811-20 alleging California Labor Code and IWC Wage Order
25 violations against Lakeview Center, Inc. and Rhonda Howe.

26 4. **PAGA Released Claims** mean any and all demands, rights, liabilities, claims,
27 and/or causes of action under PAGA including but not limited to any claims alleged by Plaintiff
28

1 in the PAGA letter or that could have been alleged based on the facts or underlying claims in the
2 PAGA letter, including all claims that are based on or related to: the purported payment or
3 nonpayment of compensation (including, but not limited to, wages, minimum wage, rate of pay,
4 straight time, overtime, and/or premium pay); failure to pay meal or rest period premiums or
5 penalties; failure to pay for all hours worked, failure to timely pay all wages earned, including
6 final wages; failure to provide compliant meal and rest periods, failure to reimburse for business
7 expenses, failure to provide timely and compliant wage statements, maintain records, violations
8 of California Labor Code sections 200-204, 210, 218, 2186, 221-223, 226, 226(a), 226(e), 226.3,
9 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 2802,
10 2810, 2699, 2699.1, and any applicable IWC Wage Orders.

11 5. **PAGA Group Members** means all non-exempt California employees who
12 worked for Lakeview Center, Inc., from February 15, 2020 through October 2, 2022.

13 6. **LWDA** means Labor Workforce Development Agency.

14 7. **Administrative Expenses**. “Administrative Expenses” shall include all costs and
15 expenses associated with and paid to the third party Settlement Administrator, which are
16 anticipated not to exceed \$10,000.00.

17 8. **Claims**. “Claims” shall mean the claims asserted in the Action.

18 9. **Class or Settlement Class**. “Class” or “Settlement Class” shall mean ***all current***
19 ***and former non-exempt hourly employees employed by Defendant Lakeview Center, Inc. in***
20 ***California at any time from May 20, 2015 to October 2, 2022.*** Defendant represents that the
21 Class consists of 146 Class Members that worked a total of approximately 2,290 workweeks
22 during the Class Period through October 2, 2022. These figures are a material term of this
23 Agreement. Any material error in these figures may render the Agreement invalid pursuant to
24 Section VIII (3) herein. The terms “Class Member” or “Settlement Class Member” shall mean
25 any person who is a member of the Settlement Class, or, if such person is incompetent or
26 deceased, the person’s legal guardian, executor, heir or successor-in-interest.

27 10. **Class Counsel**. “Class Counsel” shall mean **Ronald W. Makarem and Daniel J.**
28

Bass of Makarem & Associates, ALPC.

11. **Class Attorney Fees and Expenses.** “Class Attorney Fees and Expenses” shall mean Class Counsel’s attorney fees and expenses as set forth in this Settlement Agreement.

12. **Class Notice.** “Class Notice” shall mean the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members. The Class Notice shall identify the Class Member, the estimated number of workweeks worked by each Class Member (“Individual Workweeks”), as well as the estimated amount of the Individual Settlement Amount the Class Member can expect to receive once the Class Settlement becomes effective on the Effective Date.

13. **Class Participants.** “Class Participants” shall mean any and all Class Members who do not timely Opt-Out of the Class Settlement.

14. **Class Period.** “Class Period” shall mean the period from May 20, 2015 through October 2, 2022.

15. **Class Representative.** “Class Representative” shall mean Plaintiff Veronica Sanchez.

16. **Class Settlement.** “Class Settlement” shall mean the settlement embodied in this Stipulation, which is subject to Court approval.

17. **Complaint.** “Complaint” shall mean the Complaint filed on May 20, 2020 and amended on August 11, 2020.

18. **Court.** “Court” shall mean the Superior Court of Yuba County.

19. **Defendants.** “Defendants” shall refer collectively to Lakeview Center, Inc. and Rhonda Howe.

20. **Defense Counsel.** “Defense Counsel” shall mean **David W. Tyra of** Kronick, Moskovitz, Tiedemann & Girard.

21. **Effective Date.** “Effective Date” shall be the date when all of the following events have occurred: (a) this Stipulation has been executed by all Parties and by Class Counsel; (b) the

1 Court has given preliminary approval to the Settlement; (c) notice has been given to the
2 Settlement Class Members providing them with an opportunity to Opt-Out of the Class
3 Settlement; (d) the Court has held a Final Approval and Fairness Hearing and entered a final
4 order and judgment certifying the Class and approving this Stipulation; (e) notice of final
5 judgment has been given to the Settlement Class Members pursuant to California Rules of Court,
6 rule 3.771(b); and (f) the later of the following events: the expiration of the period for filing any
7 appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without any
8 appeal, writ or other appellate proceeding having been filed; or the dismissal of any appeal, writ,
9 or other appellate proceeding opposing the Class Settlement with no right to pursue further
10 remedies or relief; or any appeal, writ, or the issuance of such other final appellate order
11 upholding the Court's final order with no right to pursue further remedies or relief. In the event
12 there is a timely filed motion to set aside judgment or to intervene, the expiration of the period for
13 filing any appeal, writ, or other appellate proceeding opposing the Class Settlement will be based
14 on the later of the court's ruling or order on any such motion or entry of final order and judgment
15 certifying the Class and approving this Stipulation. In this regard, it is the intention of the Parties
16 that the Class Settlement shall not become effective until the Court's order approving the Class
17 Settlement is completely final and there is no further recourse by an appellant or objector who
18 seeks to contest the Class Settlement.

19 **22. Employee's Taxes and Required Withholding.** "Employee's Taxes and
20 Required Withholding" shall mean the employee's share of any and all applicable federal, state or
21 local payroll taxes, including those collected under authority of the Federal Insurance
22 Contributions Act ("FICA"), FUTA and/or SUTA on the portion of any Class Participant's
23 Individual Settlement Amount that constitutes wages as allocated by the terms of this Stipulation.
24 The Employee's Taxes and Requirement Withholdings will be withheld from and paid out of the
25 Net Settlement Amount.

26 **23. Employer's Taxes.** "Employer's Taxes" shall mean and refer to Defendant's share
27 of payroll taxes (e.g., UI, ETT, Social Security and Medicare taxes) that is owed on the portion of
28

any Class Participant's Individual Settlement Amount that constitutes wages as allocated by the terms of this Stipulation. The Employer's Taxes shall be separately paid by the Third-Party Administrator and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

24. **Final Approval and Fairness Hearing.** "Final Approval and Fairness Hearing" shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

25. **Gross Settlement Amount.** "Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling \$250,000 to be paid by Defendant in full settlement of the Released Claims asserted in this case, including the Administrative Expenses, Employee's Taxes and Required Withholdings, Class Attorney Fees and Expenses, PAGA Award, and Class Representative Incentive Award.

26. **Hearing on Preliminary Approval.** "Hearing on Preliminary Approval" shall mean the hearing held on the motion for preliminary approval of the Class Settlement.

27. **Individual Settlement Amount.** "Individual Settlement Amount" shall mean the amount which is ultimately distributed to each Class Participant, net of any Employee's Taxes and Required Withholdings.

28. **Incentive Award.** "Incentive Award" shall mean any additional monetary payment provided to the Class Representative for her efforts and risks on behalf of the Settlement Class in this Action.

29. **Net Settlement Amount.** "Net Settlement Amount" shall mean the Gross Settlement Amount minus Administrative Expenses, Class Attorney Fees and Expenses, Class Representative Incentive Award, and PAGA payment to LWDA.

30. **Plaintiff.** "Plaintiff" shall mean the named Plaintiff Veronica Sanchez.

31. **Opt-Out.** "Opt Out" shall refer to the process of submitting a timely and valid request exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

1 **32. Opt-Out(s).** “Opt-Out(s)” shall mean any and all persons who timely and validly
2 request exclusion from the Class Settlement in accordance with the terms of the Class Notice and
3 no later than the Response Deadline.

4 **33. Parties.** “Parties” shall mean Plaintiff and Defendants.

5 **34. Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date
6 upon which the Court enters an order preliminarily approving this Stipulation.

7 **35. Released Claims.** “Released Claims” means any and all claims, obligations,
8 demands, actions, rights, causes of action, and liabilities against Released Parties (as defined
9 below), of whatever kind and nature, character, and description, whether in law or equity, whether
10 sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common
11 law, or other source of law, whether known or unknown, and whether anticipated or unanticipated
12 that were asserted in the Complaint or could have been asserted in the Action that accrued during
13 the Class Period and arising from the facts, allegations, or legal theories set forth in the
14 Complaint, including but not limited to the alleged denial of meal periods and rest breaks; the
15 alleged failure to pay overtime wages, including for miscalculation of the regular rate of pay; the
16 alleged failure to pay all minimum wages; the alleged failure to pay minimum or overtime wages
17 for all hours worked; the alleged failure to properly paid piece rate wages; the alleged failure to
18 provide separate compensation for rest periods; the alleged failure to provide accurate itemized
19 wage statements; the alleged failure to timely pay all wages due during employment; the alleged
20 failure to maintain required records; and the alleged failure to timely and fully pay all wages due
21 upon separation from employment.

22 It is understood and agreed that this Stipulation will not release any person, party or entity
23 from claims, if any, by Class Members for workers compensation, unemployment, or disability
24 benefits of any nature, nor does it release any claims, actions, or causes of action which may be
25 possessed by Settlement Class Members (with the exception of the Class Representative) under
26 state or federal discrimination statutes, including, without limitation, the Cal. Fair Employment
27 and Housing Act, the Cal. Government Code § 12940, *et seq.*; the Unruh Civil Rights Act, the
28

1 Cal. Civil Code §51, *et seq.*; the California Constitution; Title VII of the Civil Rights Act of
2 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C.
3 § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C.
4 § 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines.

5 The Parties hereto, including the Class Participants, also stipulate and agree that the
6 consideration paid to the Class Participants pursuant to this Settlement Agreement fully
7 compensates Class Participants for all wages and penalties due to them in connection with the
8 Released Claims, along with all liability for alleged wage statement or pay period violations and
9 any related penalties, including civil penalties related to any of the claims asserted by Plaintiff in
10 the Action. Accordingly, Defendants cannot be held liable henceforth for any civil penalties
11 relating to the Released Claims.

12 **36. Released Parties.** “Released Parties” shall mean Defendants and all of
13 Defendants’ present, past, and future parent companies, subsidiaries, divisions, related or
14 affiliated companies, shareholders, officers, directors, exempt employees, agents, representatives,
15 attorneys, insurers, partners, investors, administrators, members, predecessors, customers, clients,
16 joint ventures, successors and assigns, and any individual or entity which could be liable for any
17 of the Released Claims.

18 **37. Releasing Parties.** “Releasing Parties” shall mean every Class Participant and all
19 persons purporting to act on their behalf or purporting to assert a claim under or through them,
20 including, but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees,
21 executors, administrators, agents, trustees, conservators, guardians, personal representatives, and
22 successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect,
23 or any other type or in any other capacity.

24 **38. Response Deadline.** “Response Deadline” shall mean the date sixty (60) days
25 following the date on which the Settlement Administrator first mails Class Notice to the
26 Settlement Class Members and posts the Class Notice on-line and is the last day on which
27 Settlement Class Members may submit a request for exclusion and/or objection to Settlement.
28

1 **39. Settlement.** “Settlement” shall mean the settlement between the Parties, which is
2 memorialized in this Stipulation and subject to approval by the Court.

3 **40. Settlement Administrator.** “Settlement Administrator” shall mean CPT Group
4 Class Action Administrators which the Parties have agreed will be responsible for administration
5 of the Settlement and related matters.

6 **41. Stipulation.** “Stipulation” shall mean this Joint Stipulation of Settlement and
7 Release of Class/PAGA Action, including any attached exhibits.

8 **II. DESCRIPTION OF THE LITIGATION**

9 **1. Plaintiff’s Claims.** On May 20, 2020, Plaintiff initiated this putative Class Action
10 by filing a Complaint on behalf of herself and all others similarly situated. Plaintiff filed a First-
11 Amended Complaint (“Operative Pleading”) on August 11, 2020 for: **(1)** failure to pay overtime
12 wages; **(2)** failure to provide rest periods; **(3)** failure to provide meal periods; **(4)** failure to furnish
13 accurate wage statements; **(5)** failure to maintain required records; **(6)** failure to pay all wages
14 earned; **(7)** failure to pay earned wages upon termination or discharge; **(8)** failure to indemnify
15 necessary business expenses; **(9)** unfair business practices based on the foregoing; and **(10)**
16 PAGA, Labor Code § 2698, *et seq.*

17 **2.** Defendant denies any liability or wrongdoing of any kind associated with the
18 claims alleges in the Action, and further deny that the Action is appropriate for class treatment for
19 any purpose other than this settlement. Defendant contends that it has complied at all times with
20 the California Labor Code, Industrial Welfare Commission Orders, and the California Business
21 and Professions Code. It is Defendant’s position that, if this case were to be litigated, class
22 certification would be inappropriate because Plaintiff is not an adequate class representative, the
23 Plaintiff’s claims are not typical of the putative class members, and individual issues predominate
24 over class issues. Nonetheless, Defendant has concluded that further proceedings in this Action
25 would be protracted and expensive and that it is desirable that the Action be fully and finally
26 settled in the manner and upon the terms and conditions set forth in this Stipulation in order to
27 dispose of burdensome and protracted litigation, to permit the operation of Defendant’s business
28

1 without further expensive litigation and the distraction and diversion of their personnel with
2 respect to matters at issue in the Action. Defendant has also taken into account the uncertainty
3 and risks inherent to any litigation, especially in complex cases such as the Action. Defendant
4 has, therefore, determined that it is desirable and beneficial that the Action be settled in the matter
5 and upon the terms and conditions set forth in this Stipulation.

6 **3.** The Class Representative contends that Defendant has violated the California
7 Labor Code, the Industrial Welfare Commission Wage Orders, and the California Business and
8 Professions Code, and that this case is appropriate for class certification.

9 **4.** Class Counsel represent that they have conducted a thorough investigation into the
10 facts and law during the prosecution of this class action case, including the exchange of formal
11 written discovery and informal discovery during the prosecution of the Action. This discovery,
12 investigation, and prosecution has included, among other things, (a) over a dozen telephonic
13 conferences with Plaintiff; (b) inspection and analysis of thousands of pages of documents and
14 other information produced by Defendant; (c) analysis of redacted employment time and payroll
15 data; (d) an analysis of the legal positions taken by Defendant; (d) investigation into the viability
16 of class treatment of the claims asserted in the Action; (e) analysis of potential class-wide
17 damages, including information sufficient to understand Defendant's potential defenses to
18 Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in the
19 Complaint and the potential defenses thereto; and (g) assembling and analyzing of data for
20 calculating damages.

21 **5.** On April 28, 2022, the Parties participated in a full-day mediation session with
22 experienced employment law mediator David Perrault, which culminated in a settlement, the
23 terms of which are elaborated in this Agreement.

24 **6.** Based on their own independent investigation and evaluation, including the
25 document and data exchange in this matter, as well as discussions between counsel, Class
26 Counsel are of the opinion (and will so represent to the Court) that settlement for the
27 consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and
28

adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by Defendants.

Class Counsel believes that the Settlement set forth in this Stipulation confers substantial benefits upon Plaintiff and the Settlement Class Members and that an independent review of this Stipulation by the Court in the approval process will confirm this conclusion.

7. Defendants and their counsel also agree (and will represent to the Court) that this settlement is fair and in the best interest of the Settlement Class.

8. The Parties agree that the class described herein may be certified and that any motion for preliminary approval seeking, *inter alia*, certification of the class is for the purposes of the settlement only. If for any reason the settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for the purposes of settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS COUNSEL

1. **Intent of the Class Settlement.** The Class Settlement set forth herein intends to achieve the following: (1) entry of an order approving the Class Settlement; (2) entry of judgment of the Action; (3) discharge of Released Parties from liability for any and all of the Released Claims; and (4) discharge of Defendants from liability for any and all claims arising out of the Action.

2. **The Settlement Class.** For the purposes of this Stipulation and the Class Settlement of this Action only, the Parties stipulate to conditional class certification of the Settlement Class. Defense counsel believes this conditional certification is appropriate because the Released Claims are being compromised without need to establish the elements of those claims on which liability turns. The certification of the Settlement Class for settlement purposes

1 only shall not constitute, in this or any other proceeding, an admission of any kind by Defendants,
2 including without limitation, that certification of a class for trial purposes is or would be
3 warranted, appropriate or proper; or that Plaintiff could establish any of the requisite elements for
4 class treatment of any of the claims in the Action. In the event that the Agreement is not finally
5 approved by the Court, a Final Effective Date is not achieved, or the settlement is rejected,
6 terminated or otherwise rendered null and void as set forth herein, then certification of the
7 Settlement Class shall be automatically vacated, shall be void *ab initio*, of no force or effect, and
8 shall not constitute evidence or a binding determination that the requirements for certification of a
9 class for trial purposes in this Action or in any other action which have been, are or can be,
10 satisfied.

11 **3. Appointment of Class Counsel.** For purposes of this Stipulation and subject to
12 the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel
13 for the Class and the effectuation of the Class Settlement pursuant to this Stipulation.

14 **IV. TERMS OF THE SETTLEMENT**

15 The financial terms of the settlement are as follows:

16 **1. Gross Settlement Amount.** The Parties agree to settle this Action for a non-
17 reversionary Gross Settlement Amount of Two Hundred Fifty Thousand Dollars (\$250,000)
18 ("GSA"). The Gross Settlement Amount includes: (a) the attorney's fees of Class Counsel, (b)
19 litigation costs and expenses (which includes, without limitation, all such fees and costs incurred
20 to date, as well as such fees and costs to be incurred in documenting the settlement, providing any
21 notices required as part of the settlement, securing Court approval of the settlement, and obtaining
22 judgment in the Action), (c) the service payment to the Class Representative, as approved by the
23 Court, (d) the payment to the California Labor and Workforce Development Agency ("LWDA")
24 pursuant to the California Private Attorneys General Act ("PAGA"), and (e) all costs of
25 administration, including, without limitation, settlement administration fees and expenses.
26 Employer payroll taxes due on wage payments made under this Settlement shall be paid by
27 Defendant separate and apart from, and in addition to, the Gross Settlement Amount.
28

1 **2. Net Settlement Amount:** means the Gross Settlement Amount less the amounts
2 approved and awarded by the Court for: attorney's fees and documented litigation costs and
3 expenses incurred or advanced by Class Counsel, the service award payment to the Class
4 Representative, the payment to the LWDA pursuant to PAGA, and the costs of administering the
5 settlement.

6 **3. Service Payment to Class Representative.** The amount awarded to the Class
7 Representative as a service payment will be set by the Court in its discretion, not to exceed Ten-
8 Thousand Dollars (\$10,000.00). This amount will be deducted from the Gross Settlement
9 Amount. An IRS form 1099 will be issued to the Class Representative for her service payment.
10 Defendants agree not to dispute or otherwise object to the service payment if Plaintiff requests
11 \$10,000.00 or less.

12 **4. Calculation of the Individual Payment Amounts.** Each Class Participant shall
13 be eligible to receive payment of the Individual Settlement Amount, which is a share of the Net
14 Settlement Amount based on the pro rata number of weeks worked by the Settlement Class
15 Members during the Class Period as a proportion of all weeks worked by all Settlement Class
16 Members. The Individual Settlement Amount for each Settlement Class Member shall be
17 calculated in accordance with section VII, paragraph 2. Each Class Participant, including
18 Plaintiff, shall be responsible for the payment of the Employee's Taxes and Required
19 Withholding with respect to his or her Individual Settlement Amount and shall hold Defendant
20 harmless from any and all liability with regard thereto.

21 **5. PAGA Payment:** The Parties agree that Seven Thousand Five Hundred Dollars
22 (\$7,500) of the Gross Settlement Amount will be allocated to resolving Plaintiff's claims brought
23 pursuant to PAGA, with seventy-five percent (75%) of this amount, or Five Thousand Six
24 Hundred and Twenty-Five Dollars (\$5,625) to the LWDA for the release of the PAGA claim, and
25 twenty-five percent (25%), or One Thousand Eight Hundred and Seventy-Five Dollars (\$1,875)
26 to be paid to Class Members employed during the PAGA Period.

27 **6. Attorneys' Fees.** Class Counsel will seek an award of Attorneys' Fees of not more
28

1 than thirty-three percent (33%) of the Gross Settlement Fund, or Eighty-Two Thousand and Five
2 Hundred Dollars (\$82,500) in attorneys' fees, and attorneys' documented out-of-pocket litigation
3 costs and expenses (including any expert costs), of not more than Fifteen Thousand Dollars
4 (\$15,000). Defendants agree not to object to any such fee, cost, or expense application in those
5 amounts. An IRS Form 1099 will be issued to Class Counsel with respect to its award of costs
6 and expenses. The Class Attorney Fees and Expenses approved by the Court shall encompass: (a)
7 all work performed and costs and expenses incurred by, or at the direction of, any attorney
8 purporting to represent the Settlement Class through the date of this Stipulation; (b) all work to be
9 performed and costs to be incurred in connection with approval by the Court of the Class
10 Settlement; (c) all work to be performed and costs and expenses, if any, incurred in connection
11 with administering the Class Settlement through the Effective Date.

12 **7. Attorneys' Costs and Expenses:** Class Counsel will be reimbursed from the
13 Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket
14 litigation costs and expenses, not to exceed Fifteen Thousand Dollars (\$15,000). An IRS Form
15 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendants
16 agree not to dispute or otherwise object to the attorney cost requested by Class Counsel so long as
17 the request does not exceed \$15,000. If the Court reduces the requested attorneys' fees, costs and
18 expenses, any such reduction will be added to the Net Settlement Amount available to Class
19 Members.

20 **8. Tax Allocation of Individual Payment Amounts.** The Parties agree that the
21 Settlement payments to Class Members will be treated as follows: [10% of each Individual
22 Settlement Amount shall constitute payment in the form of wages (and each Class Participant will
23 be issued an IRS Form W-2 for such payment to him or her), and 90% of each Individual
24 Settlement Amount shall constitute penalties and interest (and each Class Participant will be
25 issued an IRS Form 1099 for such payment to him or her)]. Prior to final distribution, the
26 Settlement Administrator shall calculate the total Employee's Taxes and Required Withholding
27 due as a result of the wage portion of Class Participants anticipated Individual Settlement
28

1 Amounts and such actual amount will be deducted from the Net Settlement Amount.
2 Additionally, prior to the funding of the Gross Settlement Sum and final distribution, the
3 Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of
4 the Class Participants' Individual Settlement Amounts and issue instructions to Defendant to
5 separately fund these tax obligations/withholdings. The Parties understand that Plaintiff and the
6 Class Participants who receive any payment pursuant to this Stipulation shall be solely
7 responsible for any and all other individual tax obligations associated with this Class Settlement.

8 **9. No Effect on Employee Benefit Plans.** Neither the Class Settlement nor any
9 amounts paid under the Class Settlement will modify any previously credited hours, days, or
10 weeks of service under any employee benefit plan, policy or bonus program sponsored by
11 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
12 any other monetary entitlement under Defendants' sponsored benefit plans, policies or bonus
13 programs. The payments made under the terms of this Stipulation shall not be applied
14 retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form
15 of compensation for the purposes of any of Defendant' benefit plan, policy or bonus program.
16 Defendants retain the right to modify the language of their benefits plans, policies and bonus
17 programs to effect this intent and to make clear that any amounts paid pursuant to this Stipulation
18 are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as
19 defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting,
20 benefit accrual, or any other purpose, and that additional contributions or benefits are not required
21 by this Stipulation. Defendants do not consider the Class Settlement payments "compensation"
22 for purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or
23 bonus programs, or any other plan sponsored by Defendants.

24 **10. Release of Claims.** Class Members who do not opt out of the Settlement will
25 release Defendants and their former and present parents, subsidiaries, managing members, and
26 affiliates, and their former and present officers, directors, exempt employees, partners, attorneys,
27 shareholders and agents, and any other successors, assigns, or legal representatives ("Released
28

Parties”), from any and all claims that were asserted, or could have been asserted based on the facts pled, in the First Amended Complaint, including under PAGA, which arose during the Class Period.

V. CLAIMS ADMINISTRATION

1. **The Settlement Administrator’s Costs and Expenses.** All costs and expenses due to the Settlement Administrator in connection with its administration of the Class Settlement, including, but not limited to, providing the Class Notice, locating Settlement Class Members, processing Opt-Out requests and objections, and calculating, administering and distributing Individual Settlement Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement Amount, and shall not exceed \$20,000.00.

2. **Payment by Defendant.** Defendants shall deposit the Gross Settlement Amount (together with any employer payroll taxes due on wage payments to be made under this Settlement) with the Settlement Administrator no later than ten (10) calendar days after the Court enters an order granting final approval of this Settlement, unless an objection is filed which is not subsequently withdrawn, in which case the payment shall be due five (5) calendar days after the deadline to file an appeal has passed without any appeal being filed. If an appeal is filed, the payment shall be made five (5) calendar days after the appeal is dismissed, withdrawn, or an appellate decision is decided upholding the propriety of the settlement.

VI. NOTICE AND EXCLUSION PROCESS

1. Within ten (10) calendar days after entry of the order granting preliminary approval, Defendant shall provide to the Settlement Administrator a list of all Class Members, including their last known address, telephone numbers, social security numbers, and the number of pay periods they worked during the Class Period (“Settlement Class Information”).

2. A notice of pendency of class action, proposed settlement and hearing date for Court approval (“Class Notice”) in the form attached hereto as **Exhibit 1**, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, within fifteen (15) calendar days after entry of the order granting preliminary approval. Attached

1 to the Class Notice will be a request for exclusion form (“Request for Exclusion Form”) in the
2 form attached hereto as **Exhibit 2**.

3 **3.** In addition to the above, the Settlement Administrator will also be responsible for
4 handling inquiries from Settlement Class Members concerning the Class Notice; making the
5 determination of Individual Settlement Amounts; maintaining the settlement funds in an
6 appropriate interest bearing account; preparing, administrating and distributing Individual
7 Settlement Amounts to Class Participants; issuing a final report and performing such other duties
8 as the Parties may direct. Additionally, the Settlement Administrator will handle all tax document
9 preparation and reporting, including state and federal tax forms, if any.

10 **4.** The Settlement Administrator will make reasonable efforts to ensure that the Class
11 Notice and Request for Exclusion Form are sent to all Class Members. It will conclusively be
12 presumed that if an envelope has not been returned within thirty (30) days of the mailing that the
13 Class Member received the Class Notice. In the event of returned or non-deliverable notices, the
14 Settlement Administrator will make reasonable efforts to locate Class Members and re-send the
15 notices.

16 **5.** Each Class Notice will contain personalized information setting forth the total
17 number of pay periods worked by each individual Class Member during each settlement class
18 period, including an indication of which class(es) each is a member of. To the extent a Class
19 Member disputes any of the information listed on his or her Class Notice, the Class Member may
20 produce evidence to the Settlement Administrator showing such information the Class Member
21 contends should be reflected in the Class Notice. Defendant’s records will be presumed
22 determinative, however, and the Settlement Administrator’s decision on these matters will be
23 final. The Class Notice will also set forth IRS W-9 information. The Class Notice shall state the
24 estimated Individual Payment Amount that the Class Member could receive if she or he
25 participates in the Settlement.

26 **6.** All Class Members who do not submit a Request for Exclusion Form will be
27 eligible to receive an Individual Payment Amount, which shall be mailed to them if and when the
28

1 Court enters an order granting final approval to this Settlement.

2 7. In order to elect not to participate in the Settlement, a Class Member must sign a
3 Request for Exclusion Form and mail the form to the Settlement Administrator no later than
4 forty-five (45) calendar days after the initial mailing of the Class Notice and Request for
5 Exclusion Form to Class Members. The timeliness of submitted Request for Exclusion Forms
6 will be determined by valid postmark.

7 8. The Settlement Administrator will notify the Parties of the total number of valid
8 Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the
9 Request for Exclusion Forms fifty-five (55) days following the initial mailing of the Class Notice
10 and Request for Exclusion Forms to Class Members).

11 9. Each Class Member will be fully advised of the settlement, the ability to object to
12 the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will
13 inform the Class Members of the Court-established deadlines for filing objections and a Request
14 for Exclusion Form.

15 10. **Objections.** Any Settlement Class Member who wishes to object to the Class
16 Settlement must mail a written objection to the Settlement Administrator no later than forty-five
17 (45) calendar days after the mailing of the Class Notice and Request for Exclusion Form to Class
18 Members, and must file with the Court and serve on all parties a written statement of objection.
19 Only Settlement Class Members who do not opt out of the Settlement may object to the
20 Settlement. The objection must include the case name and number and must set forth, in clear and
21 concise terms, a statement of the reasons why the objector believes that the Court should find that
22 the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons
23 why the Class Settlement should not be approved, including the legal and factual arguments
24 supporting the objection. If an objector also wishes to appear at the Final Approval and Fairness
25 Hearing, in person or through an attorney, he or she *must also* file a notice of intention to appear
26 at least fourteen (14) days prior to the Final Approval and Fairness Hearing date, either with the
27 Settlement Administrator or directly with the court. The Settlement Administrator will promptly
28

1 serve copies of any objection or notice of intention to appear on Class Counsel and Defense
2 Counsel. Unless otherwise ordered by the Court, Settlement Class Members shall not be entitled
3 to appear and or object at the Final Approval Hearing in person unless they have submitted a
4 timely written objection and notice of intention to appear pursuant to this Section. Settlement
5 Class Members who have properly and timely submitted objections may appear at the Final
6 Approval Hearing, either in person or through a lawyer retained at their own expense.

7 **11.** The Settlement Administrator shall provide to the Parties, at least twelve (12)
8 calendar days prior to the final approval hearing, a declaration of due diligence and proof of
9 mailing with regard to the mailing of the Class Notice and Request for Exclusion Forms. The
10 Settlement Administrator will also provide to the Parties, at least twelve (12) calendar days prior
11 to the final approval hearing, a report listing the amount of all payments to be made to each Class
12 Member.

13 **12. Notice of Final Judgment.** Within 10 days after the Court has held a Final and
14 Fairness Approval Hearing and entered a final order certifying the Class for settlement purposes
15 only and approving the Class Settlement, the Settlement Administrator will give notice of
16 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
17 posting a copy of said order and final judgment on its website at a web address to be included in
18 the Class Notice.

19 **VII. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

20 **1. Allocation of the Gross Settlement Amount.** The claims of all Settlement Class
21 Members are settled for the Gross Settlement Amount of \$250,000.00, which will be allocated as
22 follows:

- 23 a. The Administrative Expenses, not to exceed \$10,000;
- 24 b. The Class Attorney Fees not to exceed \$82,500;
- 25 c. The Class Attorney expenses not to exceed actual costs, but not to exceed
26 \$15,000.00;
- 27 d. The Incentive Award, not to exceed \$10,000.00; and
- 28

1 e. The PAGA allocation, not to exceed \$7,5,000 (75% of this sum to be paid to the
2 LWDA) of the total settlement amount (\$250,000).

3 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement
4 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values
5 in Section 1(a-e) prior to sending Notice to the Settlement Class Members. Prior to final
6 distribution, the Settlement Administrator shall calculate the final Net Settlement Amount based
7 on the actual values in Section 1 (a-e), as approved by the court.

8 **2. Calculation of the Individual Settlement Amounts.** Individual Settlement
9 Amounts to be paid to Class Participants shall be paid from the Net Settlement Amount. The
10 portion of the Net Settlement Amount payable to each Class Participant will be calculated as
11 follows:

12 The Settlement Administrator shall divide the Net Settlement Amount by the aggregate
13 Individual Workweeks for all Settlement Class Members during the Class Period, in order to
14 determine the amount each Settlement Class Member is entitled to for each workweek s/he was
15 employed by Defendants (the “Weekly Amount”). The Settlement Administrator will multiply the
16 Weekly Amount by the total number of workweeks that each Settlement Class Member was
17 employed and deduct all Employee’s Taxes and Required Withholding from the portion
18 attributable to wages to arrive at the Individual Settlement Amount for each Class Member.
19 Defendants will provide the Settlement Administrator with any information reasonably necessary
20 to perform the calculation of Individual Workweeks for each Settlement Class Member, and any
21 other reasonably required information the Settlement Administrator requests to perform the
22 calculations required under this Settlement Agreement. Defendants shall have no responsibility
23 for deciding the validity of the Individual Settlement Amounts or any other payments made
24 pursuant to this Stipulation, shall have no involvement in or responsibility for the determination
25 or payment of Employee’s Taxes and Required Withholding, and shall have no liability for any
26 errors made with respect to such Employee’s Taxes and Required Withholding. Although the
27 Settlement Administrator will calculate and pay the standard Employee’s Taxes and Required
28

1 Withholding on the portion of the Individual Settlement Amounts constituting wages on their
2 behalf, Plaintiff and Class Participants represent and understand that they shall be solely
3 responsible for any and all tax obligation associated with their respective Individual Settlement
4 Amounts and Incentive Awards.

5 **3. Time for Payment of Attorney Fees and Expenses to Class Counsel.** The
6 Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses
7 approved by the Court to Class Counsel no later than thirty (30) days after the Effective Date.

8 **4. Time for Payment of Incentive Award to Class Representative.** The Settlement
9 Administrator shall distribute to Plaintiff the Incentive Award approved by the Court no later than
10 thirty (30) days after the Effective Date.

11 **5. Time for Payment of Taxes and Required Withholding and Individual**
12 **Settlement Amounts.** The Settlement Administrator shall make every effort to pay the
13 Employee's Taxes and Required Withholding associated with each Class Participant's Individual
14 Settlement Amount and mail the Individual Settlement Amount to each Class Participant, by first-
15 class U.S. mail, to the last-known address no later than thirty (30) days after the Effective Date. If
16 the Settlement Administrator is not able to do so within the time period set forth above, it shall so
17 inform Class Counsel and Defense Counsel and provide an approximate date by which the
18 Employee's Taxes and Required Withholding shall be paid and the Individual Settlement
19 Amounts will be mailed. Under no circumstances shall the Settlement Administrator distribute
20 checks to Class Participants until all Individual Settlement Amounts have been considered,
21 calculated, and accounted for, and all of the remaining monetary obligations have been calculated
22 and accounted for. Within one-hundred twenty (120) days of mailing the Individual Settlement
23 Amounts to Class Participants, the Settlement Administrator shall file with the Court and provide
24 to Class Counsel a declaration of payment. In the event that any Class Participant is deceased,
25 payment shall be made payable to the estate of that Settlement Class Member and delivered to the
26 executor or administrator of that estate, unless the Settlement Administrator has received an
27 affidavit or declaration pursuant to Cal. Probate Code § 13101, in which case payment shall be
28

made to the affiant(s) or declarant(s).

6. **Disposition of Non-Cashed and Returned Settlement Checks.** Any funds associated with checks that have not been cashed within 90 days, will become void and the Individual Settlement Amount associated with the un-cashed check will be distributed pursuant to Code of Civil Procedure section 384 to the “Hands of Hope” or other *cy pres* beneficiary to be selected by the Parties and approved by the Court. For the purposes of determining whether Defendants have met their financial obligation to pay the Individual Settlement Payment, Defendants will be deemed to have fulfilled their obligation upon the mailing of the check to the Settlement Class Member, regardless of whether such Settlement Class member subsequently negotiates the check. If any Individual Settlement Amounts are returned as undeliverable, the Settlement Administrator will take all steps necessary to locate an updated mailing address for the Class Member, including without limitation, using an Accurint (or substantially similar) in-depth skip-trace. In the event the Settlement Administrator is unable to locate an updated address or the Individual Settlement Payments are returned as undeliverable after a second mailing, the undeliverable check shall be cancelled and the funds shall go to “Hands of Hope”, subject to the Court’s approval and consistent with Code of Civil Procedure section 384.

7. **Disputes Regarding Settlement Class Member’s Workweeks Data or Payment of Individual Settlement Share.** Settlement Class Member Individual Workweeks and Weekly Amount and corresponding Individual Settlement Amount shall be calculated using the employment and payroll records of Defendants, which presumptively shall be deemed to be full, complete and accurate for purposes of this Settlement. To overcome that presumption, any Settlement Class member objecting to the accuracy of the Individual Workweeks, Weekly Amount or amount of the Individual Settlement Amount must submit documentary evidence, such as pay stubs or other written employment records, to the Settlement Administrator. Each Settlement Class Member may dispute the Individual Workweeks, Weekly Amount or estimated Individual Settlement Amount contained on his or her Class Notice (“Workweeks Dispute”). Any such disputes must be mailed or faxed to the Settlement Administrator by the Settlement

1 Class Member, postmarked or fax-stamped on or before the Response Deadline. The Settlement
2 Administrator shall immediately provide copies of all disputes to counsel for Defendant, shall
3 inform Class Counsel of the dispute without disclosing the identity of the Settlement Class
4 Member making the dispute, and shall immediately attempt to resolve all such disputes directly
5 with relevant Settlement Class Member(s) with the assistance of Defendants and Class Counsel. If
6 the dispute cannot be resolved, it shall be submitted to the Administrator for its final, non-appealable
7 decision. The Administrator shall use its best efforts to resolve all such disputes prior to the Final
8 Effective Date. However, if a dispute arises or is not resolved until after all of the Settlement
9 Amount has been distributed, the initial calculation shall stand (as Defendant shall be under no
10 obligation to pay *any* amounts in excess of the Settlement Amount under this Agreement).

11 **VIII. NULLIFICATION OF THIS STIPULATION**

12 **1. Non-Approval of the Stipulation.** If (a) the Court should for any reason fail to
13 approve this Stipulation in the form agreed to by the Parties, or (b) the Court should for any
14 reason fail to enter a judgment with prejudice of the Action, or (c) the approval of the Class
15 Settlement and judgment is reversed, modified or declared or rendered void, then the Class
16 Settlement and conditional class certification shall be considered null and void, and neither the
17 Class Settlement, conditional class certification, nor any of the related negotiations or
18 proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in
19 the same position, without prejudice, as if the Class Settlement had been neither entered into nor
20 filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure
21 any perceived defects in the Stipulation to facilitate approval.

22 **2. Parties' Rights to Void Class Settlement.** If 5% or more Class Members of the
23 Settlement Class timely Opt-Out, Defendants shall have the right (but not the obligation) to void
24 this Class Settlement within thirty (30) days of the Extended Response Deadline. The Parties
25 agree that any Class Members for whom the Class Notice is deemed "undeliverable" by the
26 Settlement Administrator are to be included as Settlement Class Members and bound by the terms
27 in this Settlement Agreement. In the event the Court deems such individuals to be excluded from
28 this Settlement and the resulting judgment, Defendants retain the right, in its sole discretion, to

1 nullify the Settlement within thirty (30) days of the Final Approval and Fairness Hearing if the
2 total number of Class Members excluded from the Settlement (either by submitting valid
3 Requests for Exclusion or by court order) exceeds Five Percent (5%) of the Settlement Class. If
4 the Settlement Agreement is voided for any reason whatsoever, the Parties shall be restored to
5 their respective positions in all respects as though the contemplated settlement never occurred. In
6 the event of such a termination, no party may use the fact that the Parties agreed to settle or the
7 terms provided herein as an admission, as evidence, or for any other purpose, including, without
8 limitation, to prove any liability or the amount of any sum allegedly owed by any Party. All
9 parties and their counsel shall not encourage opt-outs or objections to this Agreement. The parties
10 specifically agree not to solicit opt-outs, directly or indirectly, through any means.

11 **3. Invalidation.** Invalidation of any material portion of the Class Settlement shall
12 invalidate the Class Settlement in its entirety, unless the Parties subsequently agree in writing that
13 the remaining provisions of the Class Settlement are to remain in full force and effect.

14 **4. Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class
15 Settlement and judgment, the judgment shall be stayed, and Defendants shall not be obligated to
16 fund the Gross Settlement Amount or take any other actions required by this Stipulation until all
17 appeal rights have been exhausted by operation of law.

18 **IX. MOTION FOR COURT APPROVAL**

19 **1. Duties of the Parties Prior to Court Approval.** Promptly after execution of this
20 Stipulation of Settlement, Plaintiff shall move the Court for preliminary approval of this
21 settlement as fair, reasonable and adequate as to the members of the Settlement Class and entry of
22 an order:

- 23 (a) setting a date for a Final Approval/Settlement Fairness Hearing;
- 24 (b) preliminarily approving the proposed Settlement Agreement;
- 25 (c) approving as to form and content the proposed Class Notice attached hereto as
26 Exhibit 1;
- 27 (c) directing mailing of the Class Notice to Settlement Class Members;
- 28 (d) conditionally certifying the Settlement Class for settlement purposes only;

1 (f) preliminarily appointing Makarem & Associates as Class Counsel including
2 payment of Class Counsel Award, Class Service Award, PAGA Payment, and Settlement
3 Administration Costs;

4 (h) preliminarily appointing CPT Group Class Action Administrators as Third-Party
5 Administrator ;

6 The Parties shall submit this Stipulation of Settlement in support of Plaintiff's unopposed
7 motion for preliminary approval of the settlement and concurrently submit a copy to the LWDA
8 as required by PAGA.

9 **2. Duties of the Parties in Connection With and Following Final Court**

10 **Approval.** In connection with the hearing on final approval of the settlement provided for in this
11 Stipulation of Settlement, the Parties will submit a proposed final order prior to the scheduled
12 date of the hearing on final approval pursuant to California Code of Civil Procedure and/or Local
13 Rules;

14 (a) approving the settlement, adjudging the terms thereof to be fair, reasonable and
15 adequate, and directing consummation of its terms and provisions;

16 (b) approving Class Counsel's application for an award of attorneys' fees and
17 reimbursement of documented litigation costs and expenses, the service payment to the Class
18 Representative, the payment to the LWDA, and the costs of administering the settlement; and

19 (c) entering judgment in this Action in accordance with this Stipulation.

20 Class Counsel shall file an application for attorneys' fees and reimbursement of costs and
21 expenses pursuant to California Code of Civil Procedure and/or Local Rules prior to the
22 scheduled date of the hearing on final approval.

23 **X. RELEASES AND WAIVERS**

24 **1. Release of Claims by Settlement Class.** Upon the Effective Date, the Releasing
25 Parties shall be deemed to each release the Released Parties, and each of them, of and from any
26 and all Released Claims arising during the Class Period.

27 It is the desire of the Parties and the Settlement Class Members to fully, finally, and
28

1 forever settle, compromise, and discharge the Released Claims.

2 Each of the Releasing Parties, including each Settlement Class Member, except those who
3 timely Opt-Out, will be bound to the release of Released Claims as a result of the Class
4 Settlement and to the terms of the final judgment and the satisfaction of such judgment.

5 Settlement Class Members who do not opt out will be deemed to have acknowledged and
6 agreed that their claims for wages and/or penalties in the Action are disputed, and that their
7 Individual Settlement Amount constitute payment of all sums allegedly due to them. Class
8 Members will be deemed to have acknowledged and agreed that California Labor Code Section
9 206.5 is not applicable to the Individual Settlement Amount. That section provides in pertinent
10 part as follows:

11 **“An employer shall not require the execution of a release of a claim or right
12 on account of wages due, or to become due, or made as an advance on wages
13 to be earned, unless payment of those wages has been made.”**

14 **2. Release of Claims by Plaintiff.** Plaintiff, on behalf of herself and her dependents,
15 heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees,
16 conservators, guardians, personal representatives, and successors-in-interest, whether individual,
17 class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity,
18 shall and does hereby forever release, discharge and agree to hold harmless the Released Parties
19 from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
20 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and
21 expenses (including attorney fees and costs), known or unknown, at law or in equity, which she
22 may now have or may have after the signing of this Stipulation, arising out of or in any way
23 connected with her employment with Defendants including, the Released Claims, claims that
24 were asserted or could have been asserted in the Complaint, and any and all transactions,
25 occurrences, or matters between the Parties occurring prior to the date this Stipulation is fully
26 executed. Without limiting the generality of the foregoing, this release shall include, but not be
27 limited to, any and all claims under the (a) Americans With Disabilities Act, as amended; (b)
28 Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42

1 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the
2 Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement
3 Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j)
4 the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of
5 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o)
6 the California Labor Code; (p) the California Government Code; (q) the California Civil Code;
7 and (r) any and all other federal, state and local statutes, ordinances, regulations, rules and other
8 laws, and any and all claims based on constitutional, statutory, common law or regulatory
9 grounds as well as any other claims based on theories of wrongful or constructive discharge,
10 breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or
11 intentional and/or negligent infliction of emotional distress, or damages under any other federal,
12 state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief,
13 no matter how denominated, including, but not limited to, back pay, front pay, vacation pay,
14 bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages,
15 damages for pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases,
16 discharges and agrees to hold harmless Defendants and the Released Parties from any and all
17 claims for attorney fees and costs arising out of the matters released in this Stipulation.

18 Plaintiff specifically acknowledge that she is aware of and familiar with the provisions of
19 California Civil Code Section 1542, which provides as follows:

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

24 Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights
25 and benefits she may have under Section 1542 as well as any other statutes or common law
26 principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from
27 those which she now knows or believes to be true with respect to the subject matter of all the
28 claims referenced herein, but stipulates and agrees that, upon the Effective Date, Plaintiff shall
and hereby does fully, finally and forever settle and release any and all claims against the

Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

Plaintiff's Initials: Verma S

3. **Circular 230 Disclaimer.** Each party to this Agreement (for purposes of this section, the “Acknowledging Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

1 **XI. DUTIES OF THE PARTIES**

2 **1. Mutual Full Cooperation.** The Parties agree to cooperate fully with one another
3 to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not
4 be limited to, execution of such other documents and the taking of such other actions as may
5 reasonably be necessary to fulfill the terms of this Class Settlement. The Parties shall use their
6 best efforts, including all efforts contemplated by this Stipulation and any other efforts that may
7 become necessary by court order or otherwise, to effectuate this Stipulation and the terms set
8 forth herein. As soon as practicable after execution of this Stipulation, Class Counsel, with the
9 cooperation of Defendants and Defense Counsel, shall take all necessary and reasonable steps to
10 secure the Court's final approval of this Stipulation.

11 **2. Duty to Support and Defend the Class Settlement.** The Parties agree to abide by
12 all of the terms of the Class Settlement in good faith and to support the Class Settlement fully and
13 to use their best efforts to defend this Class Settlement from any legal challenge, whether by
14 appeal or collateral attack.

15 **XII. MISCELLANEOUS PROVISIONS**

16 **1. Different Facts.** The Parties hereto, and each of them, acknowledge that, except
17 for matters expressly represented herein, the facts in relation to the dispute and all claims released
18 by the terms of this Stipulation may turn out to be other than or different from the facts now
19 known by each party and/or its counsel, or believed by such Party or counsel to be true, and each
20 Party therefore expressly assumes the risk of the existence of different or presently unknown
21 facts, and agrees that this Stipulation shall be in all respects effective and binding despite such
22 difference.

23 **2. No Prior Assignments.** The Parties represent, covenant, and warrant that they
24 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
25 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
26 action, or right herein released and discharged except as set forth herein.

27 **3. Non-Admission.** Nothing contained herein, nor the consummation of this
28

1 Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability,
2 negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of
3 the Parties hereto has entered into this Stipulation of Settlement with the intention of avoiding
4 further disputes and litigation with the attendant inconvenience and expenses. This Stipulation of
5 Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152
6 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible in evidence in
7 any proceeding, except an action or proceeding to approve the settlement, and/or interpret or
8 enforce this Stipulation of Settlement.

9 **4. Non-Evidentiary Use.** Neither this Agreement nor any of its terms, nor any
10 statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by
11 Plaintiff, any Class Member (including any individual who requested to be excluded from the
12 Class), Defendants, or its, her, his, or their respective counsel, in the Action, except as is
13 reasonably necessary to effectuate the Agreement's purpose and terms. This Agreement may be
14 used by Defendant and the Released Parties to prove or defend against any claim released herein
15 by any Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

16 **5. Non-Retaliation.** Defendants understand and acknowledge that it has a legal
17 obligation not to retaliate against any Settlement Class Member who elects to participate in the
18 Class Settlement or elects to Opt-Out of the Class Settlement. Defendants will refer any inquiries
19 regarding this Class Settlement to the Settlement Administrator or Class Counsel and will not
20 discourage Settlement Class Members who are employees, directly or indirectly, from
21 participating, opting out or objecting to the Class Settlement. None of the Parties, or their
22 respective attorneys or agents, shall solicit or encourage any Settlement Class Members, directly
23 or indirectly, to opt out of the Class Settlement.

24 **6. Construction.** The Parties hereto agree that the terms and conditions of this
25 Stipulation are the result of lengthy, intensive, arms-length non-collusive negotiations between
26 the Parties and that this Stipulation is not to be construed in favor of or against any party by
27 reason of the extent to which any party or its counsel participated in the drafting of this
28

1 Stipulation. If any of the dates in the Stipulation fall on a weekend, bank or court holiday, the
2 time to act shall be extended to the next business day.

3 7. **Governing Law.** This Stipulation is intended to and shall be governed by the laws
4 of the State of California, without regard to conflict of law principles, in all respects, including
5 execution, interpretation, performance, and enforcement.

6 8. **Notices.** Except for Settlement Class Member notices required to be made by the
7 Settlement Administrator, any and all notices or other communications required or permitted
8 under this Stipulation shall be in writing and shall be deemed to have been duly given as of the
9 third business day after mailing by United States registered or certified mail, return receipt
10 requested, addressed:

11
12 **To Plaintiff and the Settlement Class:**

13 Ronald W. Makarem, Esq.
14 Daniel J. Bass, Esq.
15 Makarem & Associates
11601 Wilshire Boulevard, Suite 2440
Los Angeles, CA 90025-1760

16
17 **To Defendants:**

18 David W. Tyra, Esq.
19 Kronick, Moskovitz, Tiedemann & Girard
1331 Garden Highway, 2nd Floor
Sacramento, CA 95833

20 9. **Captions and Interpretations.** Section titles or captions contained herein are
21 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
22 describe the scope of this Stipulation or any provision thereof.

23 10. **Modification.** This Stipulation may not be changed, altered, or modified, except in
24 writing signed by the Parties and approved by the Court. This Stipulation may not be discharged
25 except by performance in accordance with its terms or by a writing signed by the Parties hereto or
26 their attorneys.

27 11. **Integration Clause.** This Stipulation contains the entire agreement between the
28 Parties relating to the Class Settlement of the Action and the transactions contemplated thereby,

1 and all prior or contemporaneous agreements, understandings, representations, and statements,
2 whether oral or written, and whether by a party or such party's legal counsel, are hereby
3 superseded. No rights under this Stipulation may be waived except in writing as provided above.
4

5 **12. Successors and Assigns.** This Stipulation shall be binding upon and inure to the
6 benefit of the Parties and Settlement Class Members (excluding only persons who timely Opt-
7 Out) and their respective present and former heirs, trustees, executors, administrators,
8 representatives, officers, directors, shareholders, agents, employees, insurers, attorneys,
9 accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent
10 companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors,
11 and assigns.

12 **13. Corporate Signatories.** Any person executing this Stipulation or any such related
13 document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and
14 promises, for the benefit of all Parties hereto, that such person has been duly authorized by such
15 corporation or partnership to execute this Stipulation or any such related document.

16 **14. Execution in Counterparts.** This Stipulation shall become effective upon its
17 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
18 execution of counterparts shall have the same force and effect as if all Settling Parties had signed
19 the same instrument.

20 **15. Attorney Fees, Costs and Expenses.** Except as otherwise specifically provided
21 for herein, each party shall bear his, her, or its own attorney fees, costs and expenses, taxable or
22 otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement
23 thereof from any other party to this Stipulation.

24 **16. Action to Enforce Agreement.** In any suit or court action to enforce the terms of
25 this Agreement, the prevailing party shall be entitled to recover his, her, or its attorney fees and
26 costs.

27 **17. Superseding Other Agreements:** This Stipulation hereby supersedes all previous
28 representations, understanding, or agreements written or oral by or between the Parties, including

1 the Stipulation entered into on or about September 27, 2022.

2 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Stipulation
3 on the date below their signatures or the signature of their representatives. The date of the
4 Stipulation shall be the date of the latest signature.
5

6 Dated: 05 / 17 / 2024

7 By:



8 VERONICA SANCHEZ
9 Plaintiff and Class Representative

10 Dated:

11 Defendants LAKEVIEW CENTER and
12 RHONDA HOWE

13 By: _____

14 Name: _____

15 Its: _____

16 **APPROVED AS TO FORM:**

17 Dated: May 17, 2024

18 MAKAREM & ASSOCIATES, APLC

19 By:  _____

20 Ronald W. Makarem, Esq.
Daniel Bass, Esq.

21 Counsel for Plaintiff and Class
22 Representative

23 Dated:

24 KRONICK MOSKOVITZ TIEDEMANN &
25 GIRARD

26 By: _____

27 David W. Tyra, Esq.
28 Counsel for Defendants

1 the Stipulation entered into on or about September 27, 2022.

2 **IN WITNESS WHEREOF**, the Parties and their counsel have executed this Stipulation
3 on the date below their signatures or the signature of their representatives. The date of the
4 Stipulation shall be the date of the latest signature.

5
6 Dated:

By:

VERONICA SANCHEZ
Plaintiff and Class Representative

9
10 Dated:

Defendants LAKEVIEW CENTER and
RHONDA HOWE

12
13 By:

Name: RHONDA HOWE

14 Its:

15
16 **APPROVED AS TO FORM:**

17 Dated:

MAKAREM & ASSOCIATES, APLC

18
19 By:

Ronald W. Makarem, Esq.
Daniel Bass, Esq.

Counsel for Plaintiff and Class
Representative

22
23 Dated: May 17, 2024

KRONICK MOSKOVITZ TIEDEMANN &
GIRARD

24
25 By:

David W. Tyra, Esq.
Counsel for Defendants

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YUBA**

VERONICA SANCHEZ,

Plaintiff,

v.

LAKEVIEW CENTER, a California Corporation, RHONDA
HOWE, an individual; and DOES 1-20, inclusive,

Defendants.

Case No. CVCV20-00425

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES EMPLOYED BY DEFENDANTS IN CALIFORNIA AT ANY TIME BETWEEN May 20, 2015 to October 2, 2022

PLEASE READ THIS NOTICE CAREFULLY, THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION, IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO A SETTLEMENT AWARD OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement of the Superior Court of the State of California for Yuba County entered [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for Yuba County on behalf of all current and former non-exempt hourly employees by Defendants in California at any time between May 20, 2015 and October 2, 2022 (the "Settlement Class" or the "Class Members"); however, the Settlement Class does not include persons (1) who previously settled, released or received awards for claims covered by the Settlement or (2) who submit valid Requests for Exclusion (as explained below).

"Defendants" and "Released Parties" in the Action include (i) LAKEVIEW CENTER, INC. and RHONDA HOWE ("Defendants"); (ii) each of Defendants' past, present, and future direct and indirect parents; (iii) the respective past, present, and future direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, insurers, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

You have received this notice because Defendants' records indicate you worked as a Class Member during the Class Period (defined below). This notice is to advise you of how you can participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On or about May 20, 2020, Plaintiff Veronica Sanchez filed her action, titled *Veronica Sanchez v. Lakeview Center et al*, in Yuba County Superior Court Case No. CVCV20-00425. On August 11, 2020, Plaintiff filed her first amended complaint ("FAC") to add additional claims under California's Private Attorney General Act ("PAGA").

Defendants deny all claims and liability, deny that Plaintiffs and the Class Members are entitled to any recovery, and assert affirmative defenses in response to Plaintiffs' and Class Members' claims.

The Action has been actively litigated. There have been on-going investigations, multiple mediation sessions, and an exchange of extensive documentation and information. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement after their negotiations. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendants continue to expressly deny all allegations and claims and confirm that this Settlement shall not constitute an admission of liability by Defendants.

The Parties have entered into a Joint Stipulation of Settlement and Release between Plaintiffs and Defendants ("Settlement Agreement"), which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you are entitled to participate in the Settlement and object to it or to exclude yourself ("opt out") from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendants agree to pay a maximum of \$250,000 which sum shall include all Settlement Awards for Class Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement award to the Class Representative, \$7,500 allocated to penalties under the PAGA with \$5,650 paid to the California Labor and Workforce Development Agency ("LWDA") and \$1,875 paid to the Settlement Class, and all Settlement administration expenses estimated not to exceed \$10,000 ("Maximum Settlement Amount"). The entire Maximum Settlement Amount will be fully paid out.

The net settlement amount will be calculated by deducting Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement award to the Class Representative, the fees and expenses of the Claims Administrator estimated not to exceed \$10,000, and \$5,625 payable to the LWDA for alleged PAGA penalties, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Settlement Award will depend on the number of pay periods worked during the Class Period. Additionally, PAGA Members employed during the PAGA Period will be entitled to a pro-rata share of the PAGA Penalties.

This Notice will list for each Class Member the percentage of the Net Settlement amount which is based on the number of workweeks worked during the Class Period and his/her estimated Settlement Award assuming all Class Members participate in the Settlement. The actual Settlement Awards may be more or less than the amount estimated depending on the number of participating Class Members, and on the distributions approved and allocated by the Court.

B. Settlement Formula, and Your Settlement Award

Each Class Member will receive an individual Settlement Award, unless they submit a valid and timely Request for Exclusion (attached to this notice). All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: 20% will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; 80% will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue. Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

Based on Defendants' records your estimated Settlement Share is << _____ >>.

C. Resolution of Settlement Award Disputes

If a Class Member disputes the accuracy of Defendants' records as to the number of workweeks worked during the Class Period, any documentation supporting such dispute must be postmarked and received by first class mail by the Claims Administrator before [REDACTED], which is 45 calendar days from the date this notice was mailed to all Class Members. No other form of submission of any supporting documentation will be valid, other than what is proscribed in this section. Defendants' records, and any additional evidence, will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. All disputes regarding settlement award amounts will be resolved and decided by the Claims Administrator, and the Claims Administrator's decision on all disputes will be final and binding.

D. Release of Claims

The Joint Stipulation of Settlement and Release between Plaintiffs/Class Members and Defendants contains a release which releases Defendants and the Released Parties from "Released Claims" meaning any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated that were asserted in the Complaint or could have been asserted in the Action that accrued during the Class Period and arising from the facts, allegations, or legal theories set forth in the Complaint, including but not limited to the alleged denial of meal periods and rest breaks; the alleged failure to pay overtime wages, including for miscalculation of the regular rate of pay; the alleged failure to pay all minimum wages; the alleged failure to pay minimum or overtime wages for all hours worked; the alleged failure to properly paid piece rate wages; the alleged failure to provide separate compensation for rest periods; the alleged failure to provide accurate itemized wage statements; the alleged failure to timely pay all wages due during employment; the alleged failure to maintain required records; and the alleged failure to timely and fully pay all wages due upon separation from employment. It is understood and agreed that this Stipulation will not release any person, party or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability benefits of any nature, nor does it release any claims, actions, or causes of action which may be possessed by Settlement Class Members (with the exception of the Class Representative) under state or federal discrimination statutes, including, without limitation, the Cal. Fair Employment and Housing Act, the Cal. Government Code § 12940, et seq.; the Unruh Civil Rights Act, the Cal. Civil Code §51, et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101,

et seq.; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; and all of their implementing regulations and interpretive guidelines. PAGA Group Members (all non-exempt California employees who worked for Lakeview Center, Inc., from February 15, 2020 through October 2, 2022) shall also release any and all demands, rights, liabilities, claims, and/or causes of action under PAGA including but not limited to any claims alleged by Plaintiff in the PAGA letter or that could have been alleged based on the facts or underlying claims in the PAGA letter, including all claims that are based on or related to: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, rate of pay, straight time, overtime, and/or premium pay); failure to pay meal or rest period premiums or penalties; failure to pay for all hours worked, failure to timely pay all wages earned, including final wages; failure to provide compliant meal and rest periods, failure to reimburse for business expenses, failure to provide timely and compliant wage statements, maintain records, violations of California Labor Code sections 200-204, 210, 218, 2186, 221-223, 226, 226(a), 226(e), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 2802, 2810, 2699, 2699.1, and any applicable IWC Wage Orders.

E. Service Payment for the Class Representative

Subject to approval by the Court, the Class Representatives will each receive an Service Payment not to exceed \$10,000. This payment will be made for service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendants' attorneys' fees and costs for an unsuccessful outcome in the Action.

F. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendants agree to pay Class Counsel's attorneys' fees and costs to be set by the Court, not to exceed one-third (33.33%) of the Gross Settlement Fund which equals \$82,500, and attorneys' costs not to exceed \$15,000, subject to approval by the Court. Class Counsel has asked the Court to approve attorneys' fees in the amount of \$82,500, or one third of the Gross Settlement Fund. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Fund.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participate in the Settlement

To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section II.D. above. If your address has changed, you must notify the Settlement Administrator. The Settlement Administrator's contact information is listed below in Section III.D.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (i.e., "opt out") by submitting a timely written request to the Claims Administrator stating you have received this notice of the Settlement, decided not to participate in the Settlement, and want to be excluded from the Settlement using the attached Request for Exclusion form ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and the dates you worked for Defendant(s) as a Class Member in California. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, Settlement Administrator. The Settlement Administrator's contact information is listed below in Section III.D. Any other method to exclude yourself is not allowed and will be rejected and you will be bound by the Release and all other Settlement terms.

The Request for Exclusion must be postmarked no later than [REDACTED]. If you submit a Request for Exclusion which is not postmarked by [REDACTED], your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall receive no Settlement Award or benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties.

Individuals otherwise meeting the definition of Class Members who exclude themselves from the class and who were employed during the PAGA Period shall still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release. PAGA Members may not opt-out or object to the PAGA portion of the Settlement. Irrespective of whether you exclude yourself from the Class Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the PAGA Released Claims, and you will receive a share of the Net PAGA Amount.

C. Objection to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must timely submit a written objection to the Settlement Administrator. The Settlement Administrator's contact information is listed below in Section III.D.

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates you were employed in California by Defendant(s). To be valid and effective, any objections to approval of the Settlement must be delivered to the Claims Administrator no later than 45 calendar days after the Claims Administrator mails the Notice and the Claim Form to the Class Members. **DO NOT TELEPHONE THE COURT.**

If you choose to submit an objection to the terms of this Settlement, you may enter an appearance in propria persona (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Sacramento County Superior Court, and deliver copies to the Claims Administrator and each of the attorneys listed below. Such Entry of Appearance must be filed with the Court and delivered to the above Claims Administrator no later than 45 days after the Claims Administrator mails the Notice to Class Members. You will then continue as a Settlement Class Member either in propria persona or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney.

The Final Approval Hearing at which the Court will be asked to approve the Settlement will be at [REDACTED], on [REDACTED], in Department [REDACTED] of the Superior Court of the State of California for the County of Yuba, located at 215 5th St, Marysville, CA 95901, or such other later date as the Court may authorize.

D. How to Contact the Settlement Administrator

The Settlement Administrator's contact information is as follows:

CPT Group Class Action Administrators
50 Corporate Park
Irvine, CA 92606
Telephone: (800) 542-0900

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendants and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though the Settlement never occurred and without prejudice to any Party.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final hearing in Superior Court of the State of California for the County of Yuba, 215 5th St, Marysville, CA 95901, on [REDACTED], at [REDACTED], in Department [REDACTED], to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for Attorneys' Fees and Costs and the Enhancement Awards to be paid to the Class Representatives.

The Final Approval Hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Settlement and Release between Plaintiff and Defendant" which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation of Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the Yuba County Superior Court at 215 5th St, Marysville, CA 95901.

If you want additional information about this lawsuit and its proceedings, you can also contact Class Counsel in this matter:

Ronald W. Makarem
Daniel Bass

MAKAREM & ASSOCIATES, APLC
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025-1760

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT.
BY ORDER OF THE SUPERIOR COURT**

EXHIBIT 2

**REQUEST FOR EXCLUSION FORM
TO BE USED ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THE
SETTLEMENT**

I, _____, state:

I was employed by Lakeview Center, Inc. between May 20, 2015 and October 2, 2022. I have read and understand the notice and understand that unless I submit this Request for Exclusion Form, I will be bound by the Settlement Agreement and Release. I wish to be **excluded** from the Settlement Class described in the Notice of Proposed Class Action Settlement and I **do not** want to participate in the proposed settlement described therein. I understand that I will retain all rights regarding the claims that are the basis of this lawsuit as described in the Notice.

Dated: _____

(Signature)

(Typed or Printed Full Name)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

**THIS DOCUMENT MUST BE SENT VIA U.S. MAIL POSTMARKED NO LATER THAN
45 days after the postmarked date on the postcard notice you received in the mail. TO:**

**CPT Group Class Action Administrators
50 Corporate Park
Irvine, CA 92606
Telephone: (800) 542-0900**