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Attorneys for Plaintiff Julio Ochoa, individually and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JULIO OCHOA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SPEECH AND LANGUAGE
DEVELOPMENT CENTER, INC.; and
DOES 1 through 25, inclusive

Defendants.

Case No. 30-2020-01143577-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lon F. Hurwitz

Department CX103

CLASS ACTION

**SECOND SUPPLEMENTAL
DECLARATION OF JEFF GERACI
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

Date: June 16, 2023

Time: 1:30 p.m.

Dept: CX103

Judge: Lon F. Hurwitz

Complaint filed: June 18, 2020

Trial date: Not set

1 I, Jeff Geraci, declare as follows:

2 1. I am a Partner with Cohelan Khoury & Singer, co-counsel for Plaintiff. I make
3 this Supplemental Declaration in support of Plaintiff's Motion for Preliminary Approval of
4 Class Action Settlement. This Declaration is based on my personal knowledge and if called to
5 testify I could and would competently testify to the matters contained in this Declaration.

6 2. The fully-executed Amendment to the Amended Joint Stipulation for Class
7 Action Settlement is attached as Exhibit 1.

8 3. The fully-executed Amended Joint Stipulation for Class Action Settlement
9 ("Settlement Agreement" or "SA"), is Attachment 1 to the Notice of Filing Fully-Executed
10 Amended Settlement Agreement and Release of Class and Representative Action submitted
11 with this motion.

12 4. The Amendment to the Settlement Agreement clarifies that PAGA releases
13 include only "claims for PAGA Penalties alleged in Plaintiff's May 13, 2020 PAGA Notice to
14 the California Labor and Workforce Development Agency (LWDA)," and identifies Labor
15 Code sections in the Notice alleged as a basis for penalties.

16 5. The Settlement Agreement shows Class and PAGA periods ending March 13,
17 2020, as in the Class Notice and Proposed Order. SA ¶¶ 9, 25. The Release Date is July 19,
18 2021, in the Agreement and Class Notice. SA ¶ 31, Amendment ¶32.

19 6. The Release Date was negotiated with the mediator, Hon. Carl West (Ret.), to be,
20 as it most often is, in counsel's experience, the earlier of ninety days from the April 20, 2021
21 mediation date or the date of preliminary approval.

22 7. Due to the COVID-19 Pandemic, Defendant, a non-profit school ("School"), was
23 closed by order of the Governor as of March 13, 2020. The proposed Class is "all persons
24 employed by Defendant in California as non-exempt employees at any time from April 6, 2016
25 through March 13, 2020 (the "COVID Closure Date")."

26 8. On March 31, 2020, Plaintiff's counsel formally requested his personnel file and
27 Defendant produced the requested documents April 30, 2020. On May 13, 2020, Plaintiff filed
28 LWDA charges. Plaintiff filed this action June 18, 2020.

10. Class Members did not work for at least five months, some never returned, many worked only intermittently when they did, and the policies alleged to cause violations were corrected before their return. The release date, a negotiated settlement term, was ninety days after mediation. This was reasonable, including because it was possible a final wage violation could have occurred until that time, and multiple release dates based on whether and when a class member returned to work would have been unworkable.

11. The School employs workers in Orange County. I asked our paralegal to search for actions against Defendant in Orange and Los Angeles County Superior Courts, United States District Courts for Southern, Central, Eastern, and Northern Districts, and the California Department of Industrial Relations, PAGA Case Search, by going to the website for each and entering Defendant's name. I reviewed the findings. No cases were found in Los Angeles or the District Courts. Five cases were found in Orange County, none for employment, class, or PAGA claims. After inquiring of his client, Defense counsel advised me there are no claims against Defendant which could be influenced by this settlement.

12. On the same date this motion and its exhibits are filed with the Court, they will be served upon Defendant and provided to the Labor and Workforce Development Agency (“LWDA”) via the LWDA’s website, using the appropriate intake form. Attached as Exhibit 2 is a true and correct copy of the LWDA confirmation of Receipt.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and this declaration is executed June 6, 2023, in San Diego, California.

Jeff Geraci

EXHIBIT 1

COHELAN KHOURY & SINGER

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Case No. 30-2020-01143577-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lon F. Hurwitz

Department CX103

AMENDMENT TO AMENDED SETTLEMENT
AGREEMENT AND RELEASE OF CLASS
AND REPRESENTATIVE ACTION

Complaint filed: June 18, 2020

Trial date: Not set

**AMENDMENT TO AMENDED SETTLEMENT AGREEMENT AND
RELEASE OF CLASS AND REPRESENTATIVE ACTION**

Plaintiff Julio Ochoa (“Plaintiff”), individually and on behalf of others similarly-situated and aggrieved, and Defendant Speech and Language Development Center, Inc. (“Defendant”) (collectively, the “Parties”), enter this Amendment to the Amended Settlement Agreement and Release of Class and Representative Action (“Amendment”).

The Amended Settlement Agreement and Release of Class and Representative Action (“Settlement Agreement”) filed with the Court [Exhibit 1 to the Supplemental Declaration of Jeff Geraci in Support of Motion for Preliminary Approval (ROA #122)] remains in full force and effect except the provisions expressly modified by this Amendment.

DEFINITIONS

32. “Released PAGA Claims” means all claims for PAGA Penalties alleged in Plaintiff’s May 13, 2020 PAGA Notice to the California Labor and Workforce Development Agency (LWDA), and includes claims under California Labor Code sections, 203, 204, 210, 226(a), 226.2(a)(2), 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2699(f), 2699.3, from April 6, 2019 through July 19, 2021.

GENERAL PROVISIONS

94. Option to Terminate Settlement: In the event ten percent (10%) of the total Class Members submit a valid Request for Exclusion from the Settlement, Defendant may rescind this Settlement. If Defendant rescinds the Settlement, it will pay Settlement Administration Costs incurred through the date of the rescission.

THE PARTIES knowingly and voluntarily executed this Amendment to the Amended Settlement Agreement and Release of Class and Representative Action and agree to be bound by its terms.

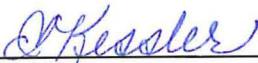
PLAINTIFF/CLASS REPRESENTATIVE

Date: 6/2/2023, 2023

By: 
Julio Ochoa, Plaintiff Class Representative

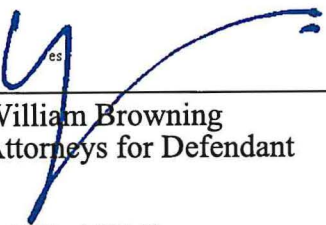
**SPEECH AND LANGUAGE DEVELOPMENT
CENTER, INC.**

Date: June 2, 2023

By: 
Adrienne Kessler, CEO

BROWNING|HOCKER

Date: June 2, 2023

By: 
William Browning
Attorneys for Defendant

LEBE LAW, APLC

Date: _____, 2023

By: _____
Jonathan M. Lebe
Attorneys for Plaintiff / Class Representative

COHELAN KHOURY & SINGER

Date: _____, 2023

By: _____
Jeff Geraci
Attorneys for Plaintiff / Class Representative

**SPEECH AND LANGUAGE DEVELOPMENT
CENTER, INC.**

Date: _____, 2023

By: _____
Adrienne Kessler, CEO

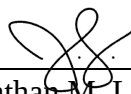
BROWNING|HOCKER

Date: _____, 2023

By: _____
William Browning
Attorneys for Defendant

LEBE LAW, APLC

Date: June 5, 2023

By:  _____
Jonathan M. Lebe
Attorneys for Plaintiff / Class Representative

COHELAN KHOURY & SINGER

Date: June 5, 2023

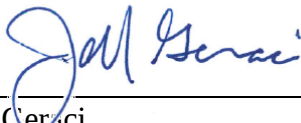
By:  _____
Jeff Ceraci
Attorneys for Plaintiff / Class Representative

EXHIBIT 2